



6th March, 2023

National Stock Exchange of India Limited

Exchange Plaza
Plot No. C/1, G Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051.
NSE Scrip Code: PVR

BSE Limited

Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai 400 001.
BSE Scrip Code: 532689

Subject: Intimation under Regulations 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('SEBI LODR')

Dear Sirs,

Pursuant to the Scheme of Amalgamation between INOX Leisure Limited and PVR Limited ("Company") and their respective shareholders and creditors ("Scheme") has become effective from February 6, 2023 and in terms of Regulation 30 of SEBI LODR, 2015, kindly note that Company had filed the amended Memorandum of Association ("MOA") and Articles of Association ("AOA") of the Company vide e-Form MGT-14 with Registrar of Companies.

Please find enclosed the amended copy of MOA and AOA of the Company for your information and records.

Thanking You,

Yours truly,
For **PVR Limited**

Mukesh Kumar
SVP - Company Secretary
& Compliance Officer

PVR LIMITED

Block A, 4th Floor, Building No. 9, DLF Cyber City, Phase - III, Gurgaon 122002 (Haryana) India.

T: +91 124 4708100 | F: +91 124 4708101 | W: www.pvrcinemas.com

Regd Office: 7th Floor Lotus Grandeur Building, Veera Desai Road Opposite Gundecha Symphony, Andheri (W) Mumbai 400053. CIN: L74899MH1995PLC387971



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: L74899MH1995PLC387971

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certificate of Registration of Regional Director order for Change of State

M/s PVR LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Delhi to the Maharashtra and such alteration having been confirmed by an order of Regional Director bearing the date 18/07/2022.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Mumbai this First day of August Two thousand twenty-two.



ROOPA NIKHILESH SUTAR

Registrar of Companies
RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

PVR LIMITED

7th Floor Lotus Grandeur Building, Veera Desai Road, Opposite Gundecha
Symphony, Andheri (west), Mumbai, Mumbai City, Maharashtra, India, 400053



COMPANY NO. 55-67827

**FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT UPON CHANGE OF NAME**

In the office of the Registrar of Companies, NCT of Delhi & Haryana
[Under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF M/s. PRIYA VILLAGE ROADSHOW LTD.

I hereby certify that PRIYA VILLAGE ROADSHOW LTD. which was originally incorporated on Twenty Sixth April one thousand nine hundred and ninety five under the Companies Act, 1956 (Act 1 of 1956) under the name PRIYA VILLAGE ROADSHOW LTD. having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 read with Government of India, Department of Company Affairs, Notification No. G.S.R. 507(E) dated 24-06-1985 by Registrar of Companies, NCT of Delhi & Haryana, New Delhi vide letter No. ROC/21/55-67827/642 dated 28/06/2002 the name of the said company is this day changed to PVR LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at New Delhi this Twenty Eighth June of Two Thousand and Two.



Sd/-
(T. P. SHAMI)
DY. REGISTRAR OF COMPANIES,
N.C.T. OF DELHI & HARYANA



सत्यमेव जयते

प्रारूप एक

Form 1

निगमन का प्रमाण पत्र

Certificate of Incorporation

सं०.....55-67827.....शक.....1917.....

No.55-67827.....of.....1995-96.....

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज.....प्रिया विलेज रोडशो लिमिटेड.....

.....
कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that.....PRIYA VILLAGE ROADSHOW LIMITED.....

.....
is this day incorporated under the Companies Act, 1956 (No.1 of 1956) and that the Company is Limited.

मेरे हस्ताक्षर से आज ता०.....6 वैशाख, 1917.....को दिया गया।

Given under my hand at.....NEW DELHI.....this.....TWENTY SIXTH.....
day of.....APRIL.....One thousand nine hundred and NINETY.....FIVE.....



Sd/-

(अ. वहाब अन्सारी)

अपर कम्पनी रजिस्ट्रार

रा. रा. क्षेत्र दिल्ली एवं हरियाणा

(A. W. ANSARI)

ADDL. Registrar of Companies
N.C.T. OF DELHI & HARYANA

COMPANY NO. ...55-67827...



सत्यमेव जयते

Certificate For Commencement of Business

व्यापार प्रारम्भ करने का प्रमाण-पत्र

Pursuant to section 149(3) of the Companies Act, 1956

कम्पनी अधिनियम १९५६ की धारा १४९(३) के अनुसरण में

I hereby certify that the.....PRIYA VILLAGE ROADSHOW LIMITED.....

मैं एतद् द्वारा प्रमाणित करता हूँ..... प्रिया विलेज रोडशो लिमिटेड.....

which was incorporated under the Companies Act, 1956 on
जो कि कम्पनी अधिनियम, १९५६ के अन्तर्गत पंजीकृत की गई थी दिनांक..... 6 वैशाख, 1917
the..... TWENTY SIXTH.....day of..... APRIL..... 1995.....

and which has filed duly verified declaration in the
और जिस ने कि यथावत् निर्धारित प्रपत्र में सत्यापित घोषणा पत्र प्रस्तुत
prescribed form that the conditions of section
कर दिया है कि उस ने धारा १४९ (२) (क) से (ग)
149 (2) (a) to (c) of the said Act, have been complied with is entitled
की सभी शर्तों का अनुपालन कर दिया है, अतः व्यापार आरम्भ करने का
to commence business.

अधिकारी है ।

Given under my hand at..... NEW DELHI.....

मेरे हस्ताक्षर से आज दिनांक..... 13 अग्रहायण, 1917.....

this..... FOURTH.....day of..... DECEMBER.....

One thousand nine hundred and Ninty..... FIVE.....

को जारी किया गया ।



Sd/-

(पी. शीला)

सहायक कम्पनी रजिस्ट्रार

दिल्ली एवं हरियाणा

(P. SHEELA)

ASSTT. Registrar of Companies
NCT OF DELHI & HARYANA

Companies Act,
(Company Limited by Shares)

MEMORANDUM OF ASSOCIATION

OF

PVR LIMITED

- I. The Name of the Company is PVR LIMITED.
- II. The Registered Office of the Company will be situated in the State of Maharashtra.
- III. The objects for which the Company is established are:
 - (A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE :-
 1. To secure, develop, operate, construct, maintain, manage, promote, own, procure, utilise or initiate Multiplex Entertainment Complexes, Multiple Cinemas or Speciality Cinemas including Three Dimensional and Seat Simulators.
 2. To carry on business which provides leisure, entertainment, cultural promotion, amusement, sports or health units including Amusement Arcades, Food Courts, Food Plazas, Fashion Outlets, Discotheques, Video Parlours, Restaurants, Pubs, etc. as well as to carry on all kinds of like business relating to Hotel and Tourism related Industries.
 3. To manufacture, buy, sell, exchange, distribute, import, export, deal in, market, trade as manufacturers, principal, agents, sub-agents, stockists, representatives, suppliers, distributors, merchants, brokers, auctioners, importers, exporters of/in video cassettes, movies, films including video films, pictures produced in India and abroad.
 4. To distribute, produce, co-produce buy, sell, exchange, import, export of all kinds of movies or otherwise deal in and to carry out the business as distributors, producers, principal agents, representatives, importers and exporters of movies, films including video films, pictures produced in India and abroad.
 5. To promote, develop, generate, distribute, accumulate, transmit, supply and/or sell, electricity and/or power, by installing power plant(s), whether for captive consumption by any unit / division of the Company, or for sale to any Group Company or third party, including any State Electricity Board or Distribution Company, whether based on thermal, hydel, gas, solar, wind energy, tidal energy, or any other source, whether conventional or non-conventional, and to lay down and / or to establish power stations, cables, transmission lines, towers, substations, terminals and /or other works for the aforesaid purposes and to promote form, acquire, run and/ or manage any company or undertaking engaged in similar activities, within the policies, if any, laid down by the Central Government from time to time, and for any or all the aforesaid purposes, to do all the ancillary activities as may be necessary or beneficial or desirable, including all activities relating to the establishment, operation and maintenance or a power plant.

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS OF THE COMPANY ARE :-

1. To acquire, build, construct, alter, maintain, remove or replace, and to work, manage and control buildings, offices, factories, mills, shops, machinery, and conveniences which may seem necessary to carry out the main objects of the Company, and to join with any other person or company in doing any of these things.
2. To import and purchase any machinery, implements, materials, articles, and stores to carry out the objects of the Company and to do all things for developing the resources of the property, estates and lands in such manner as the Company may think best.
3. To purchase, take on lease or tenancy or in exchange, gift, hire, take options over or otherwise acquire any estate or interest whatsoever and to hold, develop, plant, improve, work, cultivate, concessions, grants, decrees, licences, privileges, claims, options, leases, property, real or personal, or rights or powers of any kind which may appear to be necessary or convenient for attaining the main objects of the Company and to purchase, charter, hire, build or otherwise acquire vehicles of any or every sort or description for use on or under land or water or in the air and to employ the same in the business of the Company.
4. To acquire by purchase, lease, exchange, gift, hire or otherwise hold, manage, work, develop the resources of any estates, lands, buildings, tenements and other property of every description, whether of freehold or leasehold or other tenure and wheresoever situated and any interests therein and rights connected therewith and in particular to acquire or takeover any estates situated in India or elsewhere and all or any parts thereon and any other assets used in connection therewith for attainment of its objects.
5. To buy, acquire, repair, alter, improve, exchange, assemble, let on hire and import, plants, machineries, tools, utensils, appliances, apparatus, products, materials, substances, articles and things to carry on and to manufacture, experiment with, render marketable and deal in all products, residues and by-products incidental to or obtained in any of the business carried on by the Company.
6. To acquire from any person, firm or body corporate or unincorporate, whether in India or elsewhere, technical information, know-how, processors, engineering, manufacturing and operating data, plant, lay out and blue prints useful for the design, erection and operation of plants, equipments, accessories, apparatus required for attaining the main objects of the Company and to acquire any grant or licence and other rights and benefits in connection therewith.
7. To sell, exchange, mortgage, let on lease, royalty or tribute, grant licence, easements, options and other rights over or dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid-up, or securities of any other company.

8. To pay for any rights or property acquired by the Company and to remunerate any person, or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid-up in full or part or otherwise.
9. To lend and advance money, either with or without security and give credit to such person(s) (including Government) and upon such terms and conditions as the Company may think fit.
10. To undertake financial and commercial obligations, transactions and operations of all kinds.
11. To guarantee the performance of any contract or obligations of, and the payment of money unsecured or secured or interest on any securities of any company, corporation, firm or person in any case in which such guarantee may be considered likely directly or indirectly to further the main objects of the Company or the interest of its shareholders.
12. To invest any money(s) of the Company in such investments including shares, stocks or securities of other Company, Government or any local authority as may be thought proper and to hold, sell or otherwise deal with such investments.
13. Subject to Section 58A, 292 and 293 of the Companies Act and the Regulations made thereunder and the direction of Reserve Bank of India to receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures or debenture-stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company.
14. To open account or accounts with any individual, firm or Company or with any Bank or Banks or Bankers or Shroffs and to pay into and to withdraw money from such account or accounts.
15. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
16. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patent, patents rights, brevets, invention, trademarks, designs, licences, protections, concessions and the like conferring any exclusive or non-inclusive or limited right to their use or any information as to any invention, process or privilege which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, or grant licences, or privileges in respect of or otherwise turn to account, the property, rights and information so acquired.
17. To engage in and conduct the business of research in all or any of the fields in which the Company is authorised to do business, to carry on

investigations and experiments of all kinds, and to spend money in experimenting on and testing and in improving or seeking to improve any patents, rights, inventions, discoveries, process or information of the Company or which the Company may acquire or proposes to acquire.

18. To establish, provide, maintain and conduct research and other laboratories, training colleges, schools and other institutions for the training, education and instruction of students and others who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meetings, and conferences in connection therewith.
19. To acquire and undertake all or any part of the business, property, rights and liabilities of any person or company carrying on or proposing to carry on any business which the company is authorised to carry on or possessed of property suitable for the purposes of the Company.
20. To procure the recognition of the Company in or under the laws of any place in India or outside India and to open branches of the Company at any place whether in India or outside India and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as are possessed by local companies or partnership or as may be thought desirable.
21. To pay all costs, charges and expenses incurred or sustained on account of the promotion and establishment of the Company or which the Company will consider to be in the nature of preliminary expenses including therein the costs of advertising, commissions for management of public issue, underwriting, brokerage, printing and stationery and expenses attendant upon the formation of the Company.
22. To take into consideration and to approve and confirm all acts, deeds or things that may be done or entered into with any person, firm or body corporate by the promoters of the Company and further to enter into any arrangement, agreement or contract with the promoters and to reimburse them from for all costs and expenses that may be incurred by them in or in connection with the formation or promotion of the Company or its business.
23. To employ brokers, commission agents and underwriters for any issue of shares, debentures or other securities of or by the Company and to provide for remuneration of such persons for their services by payment in cash or by the issue of shares, debentures or other securities, by granting of options to take the same, or in any other manner allowed by law.
24. To employ engineers, contractors, managers, canvassers, agents or other persons and to train or pay for the training in India or abroad of

any of the Company's employees or any other person in the interest of the Company.

25. To give to any officer, servant or employee of the Company any share or interest in the profits of the Company's business or any branch thereof and whether carried on by means or through the agency of any subsidiary company or not and for that purpose to enter into any arrangements as the Company may think fit.
26. To purchase, take on lease or otherwise acquire any lands, metalliferous, calorific or any other land and any interest therein and to explore, work, exercise or develop the same for the attainment of its objects.
27. To purchase, take on lease, or in exchange, on hire or otherwise acquire any real and personal property and in particular any land, building, easements, machinery, plant and stock-in-trade.
28. To undertake, carry-out, promote and sponsor community development programmes including any programme for promoting the social and economic welfare of or the uplift of the public or any community and to incur any expenditure on any programmes of community development; to assist execution and promotion thereof either directly or through an independent agency or in any other manner, and for this purpose the Company may transfer and divert the ownership of any property to or in favour of any public or local body or authority or any other person.
29. To distribute as dividend, bonus, or otherwise among members in cash or in kind any property or assets of the Company and any shares, debentures or securities of this Company or of other companies, belonging to this Company, which this Company may be competent to distribute including as capital profits.
30. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging what the Company may consider to be its social and moral responsibilities to the public or any section of the public as also any activity which the Company consider likely to promote national welfare or social, economic or moral uplift of the public or any section of the public in such manner as the Company may think fit.
31. To insure against losses, damages, risk and liabilities of any kind which may affect the Company either wholly or partially.
32. To form, incorporate or promote any company or Companies, whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets or control or development of the Company or

any other object or objects which in the opinion of the Company could or might directly or indirectly assist the Company in the development of its properties or otherwise prove advantageous to the Company and to pay all of the costs and expenses incurred in connection with any such promotion or in corporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered.

33. Subject to the provisions of the Companies Act, 1956, or any re-enactment thereof for the time being in force, to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint-Venture or reciprocal concession or otherwise with any person, firm, company or government carrying on or engaged in, or about to carry on or engage in, or being authorised to carry on or engage in, any business or transaction which the Company is authorised to carry on and also to become member of any association of persons/body of individuals for the aforesaid.
34. To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities supreme, national, local, municipal or otherwise or any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modifications in the constitution of the Company or furthering the interest of its members and to oppose any such steps taken by any other Company, firm or person which may be considered likely, directly or indirectly to prejudice the interests of the Company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation which may appear to be in the interest of the Company and lawfully to oppose and resist whether directly or indirectly, any legislation which may seem dis-advantageous to the Company and to obtain from any such Government Authority or any company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think fit, desirable to obtain and carry out, exercise and comply with any such arrangements charters, decrees, rights, privileges or concessions.
35. To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art of interest, by publication of books and periodicals and by granting prizes, rewards and donations.
36. To undertake and execute any trust, the undertaking of which may seem to the Company desirable, and either gratuitously, or otherwise and vest any real or personal property, rights or interest acquired by or belonging to the Company in any person or Company on behalf of or for the benefits of the Company, and with or without any declared trust in

favour of the Company.

37. Subject to the provisions of the Gift Tax Act, 1958 and Statutory amendments thereof the Company has power to give and receive gifts either in cash or other movable or immovable properties.
38. To issue shares and debentures of the Company at par or at premium or at discount, however, subject to the provisions of the Companies Act, 1956.
39. To assist any other Company under the same management within the meaning of the Companies Act, 1956 or any statutory modification thereof or not, in any manner and to any extent including the giving of loan and guarantees or the providing of securities of any kind whatsoever in connection with any loan given to the latter by any person, firm, or body corporate.
40. To manage lands, buildings, houses and any other property belonging to the Company and to collect rents and income and supply to tenants and occupiers of all kinds of conveniences and advantages.
41. To institute and to defend any suit, appeal, application for review or revision or any other application of any nature whatsoever, to take out execution to enter into agreements of reference to arbitration and to enforce and where need be to contest any awards and for all such purposes to engage, to retain counsels, attorneys and agents and when necessary to remove them.
42. To acquire from any Government, Central, State, Local, foreign or public body, or person(s) or authority, from any private individual any concessions, grants, decrees, rights, powers, and privileges whatsoever which may seem to the Company capable of being turned to account, or which the Company may think directly or indirectly conducive to any of its objects or capable of being carried on in conjunction with its business, and to work, develop, carry out, exercise and turn to account the same.
43. To enter into, make and perform contracts of every kind and description, agreements, with any person, firm, association, corporation, municipality, forest and land owners, country, state, body, political or Government and guarantee the performance of contracts and undertakings and also guarantee payment of money and debts.
44. To act as agents or brokers or as trustees for any person or Company and to undertake and perform sub-contracts and to do all or any of the

above things in any part of the world and either as principals, agents, trustees, contractors, or otherwise and either alone or jointly with other and either by or through agents or contractors, sub-contractors, trustees or otherwise.

45. To employ agents or experts to investigate and examine the conditions, prospects, value, character and circumstances of any business, concerns and undertakings and generally of any assets, properties or rights.
46. To acquire or set up and run schools, colleges, training and professional institutions and music and dance centres for the welfare of the employees of the Company.
47. To undertake or promote research in economic, fiscal, commercial, financial, technical and scientific fields, problems for the benefit of Company's business.
48. To create any depreciation fund, reserve fund, insurance fund, sinking fund, or any other special fund whether for depreciation or repairs, replacement, improvement, extension or maintenance of any of the properties of the Company by way of Development Rebate Reserve, Investment Accounts Reserve, or for Redemption of Debentures or Redeemable Preference Shares or for any other purpose conducive to the interests of the Company.
49. To remunerate any person or company for services rendered or to be rendered in acting as trustees for debentures or debenture-stock holders or placing of any of the shares in the Company's capital or any debentures, debenture-stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business or for guaranteeing payment of such debentures or debenture stock and interest.
50. To appoint attorneys and agents whether by commission or otherwise and constitute agencies and establish branches of the Company in India or elsewhere.
51. To take all necessary or proper steps in any legislature (Central or provincial or State) or with the government authorities, local, municipal or otherwise of any place in which the Company may have interests, and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company for furthering the interest of its members, and to oppose any step(s) taken by any person for company, which may be considered likely, directly or indirectly, to prejudice the interest of the Company or its members.

52. To apply the assets of the Company in any way or in towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally and particularly with the trade or including any association, institution or fund for the protection of the interests of masters, owners and employees against loss by bad debts, strikes, combinations, fire, accidents or otherwise or for the benefit of any clerks, workmen or others at any time employed by the Company or any of its predecessors in business or their families or dependants and whether or not in common with other persons or classes of persons and in particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institutions, refractories, dining and recreation rooms, churches, chapels, temples, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever.
53. To do all such things in any part of the world as may be deemed incidental or conducive to the attainment of the main objects of the Company or any of them and to carry on other trade of a character similar to the trade or business hereinbefore mentioned or which may seem to the Company to be capable of being conveniently or profitably carried on in connections therewith.
54. To aid, pecuniarily or otherwise, any association, body or movement having for an object the solution, settlement, or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
55. Subject to the provisions of law for the time being in force, to support, donate, contribute, give, or guarantee money for any national, charitable, religious, educational, benevolent, public, general or useful object or for any exhibition.
56. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any Company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary Company, or who are or were at any time Directors or Officers of the Company or of any such other Company as aforesaid, and the wives, widows, families and dependents of any such persons, and also establish and subsidise and subscribe to any institutions, associations, clubs or funds considered to be for the benefit of or to advance the interests and well-being of the Company or of any such other Company as aforesaid, and make payments to or towards the insurance of any such persons as

aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other Company as aforesaid.

(C) OTHER OBJECTS:- NIL

IV. The liability of the members is Limited.

V. The Authorised Share Capital is Rs. 292,90,96,800/- (Rupees Two Hundred Ninety Two Crores Ninety Lacs Ninety Six Thousand Eight Hundred only) divided into 27,27,50,000/- Equity Shares of face value of Rs. 10/- (Rupees Ten only) each and 5,90,000 Preference Shares of face value of Rs. 341.52/- (Rupees Three Hundred and Forty One and Fifty Two Paise only) each and 10,000 Preference Shares of face value of Rs. 10/- (Rupees Ten only) each.

We, the several persons, whose names and addresses are subscribed hereto, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we, respectively agree to take the number of shares in the capital of the Company, set opposite our respective names :—

Names, description, occupation and addresses of each subscribers	Number of and type of subscribed shares	Signature of subscribers	Name, addresses, description, occupation and signatures of witness or witnesses
1. Ajay Bijli S/o Late Shri K. M. Bijli 31, New Rohtak Road New Delhi Business	100 Equity	Sd/-	I hereby witness the signatures of all the subscribers Sd/- Rajesh Khurana Chartered Accountant S/o Sh. O. P. Khurana Dewan P. N. Chopra & Co. H-57, Connaught Circus New Delhi-110001
English Version of Hindi : 2. Sunduro Rani W/o Shri Krishan Mohan Bijli 31, New Rohtak Road New Delhi Business	100 Equity	Sd/-	
3. Hira Lal Khanna S/o L. C. Khanna F-76, Naraina Vihar New Delhi-28 Business	100 Equity	Sd/-	
4. Rajesh Grover S/o Shri M. L. Grover D-191, Defence Colony New Delhi Business	100 Equity	Sd/-	
5. Sanjeev Kumar S/o K. L. Kumar 31, New Rohtak Road New Delhi Business	100 Equity	Sd/-	
6. N. C. Gupta S/o Shri R. B. Lal F 10/7, Krishna Nagar Delhi Profession	100 Equity	Sd/-	
7. R. M. Bhardwaj S/o Late Guramall Bhardwaj 52/22, Ramjas Road Karol Bagh, New Delhi Service	100 Equity	Sd/-	
Total	700 Equity		

Place : New Delhi

Dated : 27th day of March, 1995

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

(Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION

OF

PVR LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the annual general meeting of the Company held on 24th July, 2017 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the existing Articles of Association of the Company.

TABLE 'F' EXCLUDED

1. (1) The regulations contained in the Table marked 'F' in Schedule I to the Act shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act. Table 'F' not to apply

- (2) The regulations for the management of the Company and for the observance by the Members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company for deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Act, be such as are contained in these Articles. Company to be governed by these Articles

- (3) The Articles of Association of the Company ("**Articles**") comprise of two parts, Part A and Part B, which parts shall, unless the context otherwise requires, co-exist. In case of any inconsistency between any provision(s) of the Part A Articles and the Part B Articles, the provisions under the Part B Articles shall prevail.

In these Articles:

"Part A Articles" means the Article 2 to Article 156 (both inclusive) contained under Part A of the Articles; and

"Part B Articles" means the Article 157 to Article 166 (both inclusive) contained under Part B of the Articles

PART A

Interpretation

2. (1) In these Articles –
 - (a) "Act" means the Companies Act, 2013 and every Rule, regulation and circular issued thereunder, including any statutory amendment, modification or re-enactment thereof for the time being in force together with any provisions of the Companies Act, 1956 as are in force for the time being. "Act"

 - (b) "Annual General Meeting" means a general meeting of Members "Annual General

- held in accordance with the provisions of the Act and any adjourned holding thereof. Meeting”
- (c) "Articles" or “these presents” means these Articles of Association of the Company, as amended from time to time in accordance with the provisions of the Act. “Articles”
- (d) “Auditors” means and includes a person appointed as such for the time being, of the Company in accordance with the provisions of these Articles and the Act. “Auditors”
- (e) "Board of Directors" or "Board", means the board of directors of the Company constituted from time to time consistent with the provisions of these Articles. “Board of Directors” or “Board”
- (f) “Chairperson” means the Chairperson of the Board. “Chairperson”
- (g) "Company" means PVR Limited. “Company”
- (h) “Committee” means committee of the Board. “Committee”
- (i) “Depository” means a company formed and registered under the Companies Act, 1956 and which has been granted a certificate of registration under subsection 1A of Section 12 of the Securities and Exchange Board of India Act, 1992. “Depository”
- (j) “Depositories Act” means the Depositories Act, 1996, including any statutory modifications thereof for the time being in force. “Depositories Act”
- (k) “Director” means a director of the Company appointed from time to time. “Directors”
- (l) “Extra-ordinary General Meeting” means an extra ordinary general meeting of the Members other than Annual General Meeting duly called and constituted and any adjourned holding thereof. “Extra-ordinary General Meeting”
- (m) “Independent Director” means an independent director referred to in sub-section (6) of Section 149 of the Act. “Independent Director”
- (n) “Key Managerial Personnel” means the Chief Executive Officer, Manager or the Managing Director; the Company Secretary; Whole-time Director; Chief Financial Officer; and such other officer as may be notified from time to time in the Rules. “Key Managerial Personnel”
- (o) “Law” includes all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court or recognised stock exchange. “Law”
- (p) “Meeting” or “General Meeting” means a general meeting of Members held in accordance with the provisions of the Act. “Meeting or General Meeting”
- (q) “Members” or “Shareholders” means the duly registered holder “Members” or

- from time to time of the shares of the Company, and shall include beneficial owners whose names are entered as a beneficial owner in the records of a Depository. “Shareholders”
- (r) “Proxy” means any person who is appointed by an instrument to vote for a Member at a General Meeting on a poll. “Proxy”
- (s) “Postal Ballot” means voting by Shareholders by post or through any electronic mode. “Postal Ballot”
- (t) “Register of Members” means the register of members to be kept pursuant to the Act and also includes records of the depository maintained in any media as may be permitted by Law including electronic media. “Register of Members”
- (u) "Rules" means the applicable rules for the time being in force as prescribed under the relevant sections of the Act. “Rules”
- (v) “SEBI Listing Regulations” mean the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. “SEBI Listing Regulations”
- (w) “Share Capital” means the total issued, subscribed and paid up share capital of the Company from time to time “Share Capital”
- (x) "Seal" means the common seal of the Company. “Seal”
- (y) “Whole-time Director” means and includes a director in whole-time employment of the Company. “Whole- time Director”
- (2) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender. “Number” and “Gender”
- (3) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning in the Act. Expressions in the Articles shall bear the same meaning as in the Act

Share capital and variation of rights

3. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit. Shares under control of Board
4. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be. Directors may allot shares otherwise than for cash
5. The Company may issue the following kinds of shares in accordance Kinds of Share Capital

with these Articles, the Act and other applicable Laws:

- (a) Equity shares:
 - (i) with voting rights; or
 - (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
 - (b) Preference shares
6. (1) Every person whose name is entered as a Member in the Register of Members shall be entitled to receive within two months after allotment or within fifteen days after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide-
- Issue of certificate
- (a) one certificate for all his shares without payment of any charges; or
 - (b) Several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.
- (2) Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon.
- Certificate to bear Seal
- (3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
- One certificate for shares held jointly
7. (1) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its existing securities, rematerialise its securities held with the Depositories and / or offer its fresh securities in a dematerialised form pursuant to the Depositories Act, and the rules framed thereunder, if any.
- Dematerialization of securities
- (2) A person subscribing to securities offered by the Company shall have the option either to receive certificates for such securities or hold the securities in a dematerialised form with a Depository. Where a person opts to hold any securities with the Depository, the Company shall intimate such Depository the details of allotment of the securities to enable the Depository to enter in its records the name of such person as the beneficial owner of that security.
- (3) Notwithstanding anything to the contrary contained in the Act, or these Articles, a Depository shall be deemed to be registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.
- (4) Save as otherwise provided in (3) above, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
- (5) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be a Member of the Company. The beneficial owner of the securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a Depository.
- (6) Except as ordered by any court of competent jurisdiction or as

required by any Law, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or where the name appears as the beneficial owner of the shares in the records of the Depository as the absolute owner thereof.

(7) Every Depository shall furnish to the Company information about the transfer of securities in the name of the beneficial owner at such intervals and in such manner as may be specified by the bye-laws and the Company in that behalf.

8. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board, not exceeding fifty rupees per certificate. Issue of new certificate in place of one defaced, lost or destroyed
9. Except as required by Law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by Law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. Company not bound to recognise any interest in shares other than that of registered holder
10. The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Law otherwise requires) of the Company. Provisions as to issue of certificates to apply mutatis mutandis to debentures, etc.
11. (1) The Company may exercise the powers of paying commissions conferred by Section 40(6) of the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by Section 40(6) of the Act and the Rules made thereunder. Power to pay commission in connection with securities issued

(2) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other. Mode of payment of commission
12. (1) If at any time the Share Capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed under the Act. Variation of Members' rights

(2) To every such separate meeting, the provisions of these Articles relating to General Meetings shall mutatis mutandis apply. Provisions as to General Meetings to apply mutatis mutandis to each

- meeting
13. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith. Issue of further shares not to affect rights of existing Members
14. Subject to the provisions of Section 55 of the Act, the Company shall have the power to issue preference shares of one or more classes which are liable to be redeemed, or converted into equity shares, on such terms and conditions and in such manner as determined in the resolution authorizing the issuance, in accordance with the Act. Power to issue redeemable preference shares
15. (1) The Board or the Company, as the case may be, may, in accordance with the Section 62 of the Act, issue further shares to - Further issue of Share Capital
- (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
- (b) employees under any scheme of employees' stock option; or
- (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.
- (2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act. Mode of further issue of shares
16. Subject to provisions of Section 62 of the Act and other applicable Laws, the Company may issue options to any Directors (not being Independent Directors), officers or employees of the Company or its subsidiaries, which would give such Directors, officers or employees, the benefit or right to purchase, subscribe at a future date, the securities offered by the Company at a predetermined price, in terms of schemes of employee stock options or employees share purchase or both. Employee stock options

Lien

17. (1) The Company shall have a first and paramount lien - Company's lien on shares
- (a) on every share (not being a fully paid up share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- (b) on all shares (not being fully paid up shares) standing registered in the name of a Member, for all monies presently payable by him or his estate to the Company:
- Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article.
- (2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company. Lien to extend to dividends, etc.
- (3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien. Waiver of lien in case of registration

18. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien: Provided that no sale shall be made-
- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency.
19. (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.
- (4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.
20. (1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
21. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.
22. The provisions of these Articles relating to lien shall mutatis mutandis apply to the lien on any other securities including debentures of the Company.

Enforcement of lien

Validity of sale

Purchaser to be registered holder

Validity of Company's receipt

Purchaser not affected

Application of proceeds of sale

Payment of residual money

Outsider's lien not to affect Company's lien

Provisions as to lien to apply mutatis mutandis to debentures, etc.

Calls on shares

23. (1) Subject to the provisions of the Act, the Board may, from time to time, make calls upon the Members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

Board may make calls

- (2) Each Member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares. Notice of call
- (3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call, in respect of one or more Members as the Board may deem appropriate in any circumstances. Board may extend time for payment
- (4) A call may be revoked or postponed at the discretion of the Board. Revocation or postponement of call
24. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments. Call to take effect from date of resolution
25. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. Liability of joint holders of shares
26. (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at ten per cent per annum or at such lower rate, if any as the Board may determine. When interest on call or instalment payable
- (2) The Board shall be at liberty to waive payment of any such interest wholly or in part. Board may waive interest
27. No Member shall be entitled to exercise any voting rights either personally or by Proxy at any Meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien. Voting right when calls in arrears.
28. (1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. Sums deemed to be calls
- (2) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Effect of non-payment of sums
29. The Board - Payment in anticipation of calls may carry interest
- (a) may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in General Meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the Member paying the sum in advance. Nothing contained in this Article shall confer on the Member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such

payment, become presently payable by him.

30. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder. Instalments on shares to be duly paid
31. All calls shall be made on a uniform basis on all shares falling under the same class. Calls on shares of same class to be on uniform basis
- Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.
32. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any Member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. Partial payment not to preclude forfeiture
33. The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company. Provisions as to calls to apply mutatis mutandis to debentures, etc.

Transfer of shares

34. (1) The securities or other interest of any Member shall be freely transferable, provided that any contract or arrangement between two or more persons in respect of transfer of securities shall be enforceable as a contract. Securities to be freely transferable
- (2) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee. Instrument of transfer to be executed by transferor and transferee
- (3) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the Register of Members in respect thereof. Transferor deemed to remain holder
- (4) The instrument of transfer shall be in writing and all the provisions of Section 56 of the Act shall be duly complied with in respect of all transfers of shares and the registration thereof. Instrument of transfer to be in writing
35. (a) Subject to the provisions of the Act, these Articles and any other applicable Law for the time being in force, the Board may, subject to the right of appeal conferred by Section 58 of the Act decline to register the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or any transfer of shares on which the Company has a lien. Board may refuse to register transfer
36. Save as otherwise provided in the Act, no transfer of a share shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate or certificates of shares, and if no such certificate is in Board may decline to recognise instrument of transfer

existence, then the letter of allotment of the shares. Application for the registration of the transfer of a share may be made either by the transferor or by the transferee provided that where such application is made by the transferor, no registration shall, in the case of a partly paid share be affected unless the Company gives notice of the application to the transferee in the manner prescribed under the Act, and subject to the provisions of these Articles, the Company shall, unless objection is made by the transferee, within 2 weeks from the date of receipt of the notice, enter in the register the name of the transferee on the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.

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| 37. On giving not less than seven days' previous notice in accordance with the Act or any other time period as may be specified by law, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine. Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year. | Transfer of shares when suspended |
| 38. In addition to the compliance with respect to the transfer of shares set out in the Act, the Company shall also comply with SEBI Listing Regulations for effecting transfer of shares. | Compliance with SEBI Listing Regulations |
| 39. The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company. | Provisions as to transfer of shares to apply mutatis mutandis to other securities |

Nomination

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| 40. Every holder of shares of the Company may, at any time, nominate, in the manner prescribed under the Act, any person to whom his shares shall vest in the event of his death. | Nomination by holder of shares |
| 41. Where the shares of the Company are held by more than one person jointly, the joint holders may together nominate, in the manner prescribed under the Act, any person to whom all the rights in the shares shall vest in the event of death of all the joint holders. | Nomination by joint holders |
| 42. Notwithstanding anything contained in any other Law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of the shares of the Company, where a nomination made in the manner prescribed under the Act purports to confer on any person the right to vest the shares of the Company, the nominee shall, on the death of the holder of shares or, as the case may be, on the death of the joint holders, become entitled to all the rights in the shares, of the holder or, as the case may be, of all the joint holders, in relation to such shares, to the exclusion of all other persons, unless the nomination is varied or cancelled in the manner prescribed under the Act. | Rights of nominee |
| 43. Where the nominee is a minor, it shall be lawful for the holder of the shares, making the nomination to appoint, in the manner prescribed under the Act, any person to become entitled to the shares of the Company, in the event of the death of the nominee during his minority. | If nominee is a minor |

44. The provisions of these Articles relating to nomination shall mutatis mutandis apply to any other securities including debentures of the Company. Provisions as to nomination to apply mutatis mutandis to other securities

Transmission of shares

45. (1) On the death of a Member, the survivor or survivors where the Member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares. Title to shares on death of a Member

(2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. Estate of deceased Member liable

46. (1) Any person becoming entitled to a share in consequence of the death or insolvency of a Member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either to be registered himself as holder of the share; or to make such transfer of the share as the deceased or insolvent Member could have made. Transmission Clause

(2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent Member had transferred the share before his death or insolvency. Board's right unaffected

(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer. Indemnity to the Company

47. (1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. Right to election of holder of share

(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. Manner of testifying election

(3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the Member had not occurred and the notice or transfer were a transfer signed by that Member. Limitations applicable to notice

48. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Claimant to be entitled to same advantage

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

49. In addition to the compliance with respect to the transmission of shares set out in the Act, the Company shall also comply with SEBI Listing Regulations for effecting transfer of shares. Compliance with SEBI Listing Regulations
50. The Company shall incur no liability or responsibility whatsoever as a consequence of it registering or giving effect to any transfer of shares made, or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or may have received a notice prohibiting registration of such transfer and may have entered such notice or referred such notice thereto in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company. The Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Board deems fit. Company not liable for notice prohibiting registration of transfer
51. The provisions of these Articles relating to transmission by operation of Law shall mutatis mutandis apply to any other securities including debentures of the Company. Provisions as to transmission to apply mutatis other securities, etc.

Forfeiture of shares

52. If a Member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses (legal or otherwise) that may have been incurred by the Company by reason of non-payment. If call or instalment not paid notice must be given
- Form of notice
53. The notice aforesaid shall:
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
54. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Shares to be forfeited In default of payment
55. Neither the receipt by the Company of a portion of any money which may from time to time be due from any Member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such Receipt of part amount or grant of indulgence not to affect forfeiture

shares as herein provided. Such forfeiture shall include all dividends declared or any other monies payable in respect of the forfeited shares and not actually paid before the forfeiture.

56. When any share shall have been so forfeited, an entry of forfeiture with the date thereon, shall be made in the Register of Members and notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid. Entry of forfeiture in Register of Members
57. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share. Effect of forfeiture
58. (1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit. Forfeited shares may be sold, etc.
- (2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit. Cancellation of forfeiture
59. (1) A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. Members still liable to pay money owing at the time of forfeiture
- (2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.
- (3) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares. Cessation of liability
60. (1) A duly verified declaration in writing that the declarant is a Director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Certificate of forfeiture
- (2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of. Title of purchaser and transferee of forfeited shares.
- (3) The transferee shall thereupon be registered as the holder of the share. Transferee to be registered as holder
- (4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the Transferee not affected

forfeiture, sale, re-allotment or disposal of the share.

61. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold and after his name has been entered in the Register of Members in respect of such shares the validity of the sale shall not be impeached by any person. Validity of sales
62. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the forfeited shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto. Cancellation of share certificate in respect of forfeited shares
63. The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any Member desirous of surrendering them on such terms as they think fit. Surrender of share certificates
64. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sums which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified. Sums deemed to be calls
65. The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company. Provisions as to forfeiture of shares to apply mutatis mutandis to other securities.

Alteration of capital

66. Subject to these Articles and the provisions of the Act, the Company may, from time to time, by ordinary resolution increase the Share Capital by such sum, to be divided into shares of such amount, as may be specified in the resolution. Increase in Share Capital
67. Subject to the provisions of Section 61 of the Act, the Company may, by ordinary resolution Power to alter Share Capital
- (a) consolidate and divide all or any of its Share Capital into shares of larger amount than its existing shares: Provided that any consolidation and division which results in changes in the voting percentage of Members shall require applicable approvals under the Act;
- (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; and
- (d) cancel any shares which, at the date of the passing of the

resolution, have not been taken or agreed to be taken by any person and diminish the amount of Share Capital by the amount of the shares so cancelled. A cancellation of shares in pursuance of this Article shall not be deemed to be a reduction of Share Capital within the meaning of the Act.

68. Where shares are converted into stock:

Shares may be converted into stock

- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;

Right of stockholders

- (c) such of the Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "Shareholder" /"Member" shall include "stock" and "stock-holder" respectively.

"share" and "Shareholder" /"Member" to include "stock" and "stock-holder"

69. Subject to the provisions of the Act and applicable Laws, the Company may, by special resolution, reduce in any manner:

Reduction of capital

- (a) its Share Capital;
(b) any capital redemption reserve account; or
(c) any securities premium account.

Joint Holders

70. Where two or more persons are registered as joint holders of any shares, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles.

Joint-holders

- (a) The Company shall be entitled to decline to register more than three persons as joint holders of any shares.

Maximum number of Joint Holders

- (b) The joint-holders of any shares shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such shares.

Joint Holders to be jointly and severally liable

- (c) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Board may require such evidence of death as they may deem

Death of one or more

fit, and nothing herein contained shall be taken to release the joint-holders estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

(d) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share. Receipt of one sufficient

(e) Only the person whose name stands first in the Register of Members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notices (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders. Delivery of certificate and giving of notices to first named holder

(f) (1) Any one of two or more joint-holders may vote at any Meeting (including voting by Postal Ballot) either personally or by an agent duly authorized under a power of attorney or by Proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by Proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof. Provided always that a person present at any meeting personally shall be entitled to vote in preference to a person, present by an agent, duly authorised under a power of attorney or by Proxy although the name of such persons present by an agent or Proxy stands first in the Register of Members. Vote of joint- holders

(2) Several executors or administrators of a deceased Member in whose (deceased Member's) sole name any share stands, shall for the purpose of this Article be deemed joint holders. Executors or administrators as joint holders

(g) The provisions of these Articles relating to joint holder of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names. Provisions as to joint holders as to shares to apply mutatis mutandis to other securities

Capitalisation of profits

71. (1) The Company may, with the approval of the Members by way of an ordinary resolution, upon the recommendation of the Board, resolve:- Capitalisation

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the Members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or

towards:

Sum how applied

(a) paying up any amounts for the time being unpaid on any shares held by such Members respectively;

(b) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such Members in the proportions aforesaid;

(c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).

(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

72. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall

Powers of the Board for capitalisation

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares, if any; and

(b) generally do all acts and things required to give effect thereto.

(2) The Board shall have the power-

(a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

Board's power to issue fractional certificate /coupon etc.

(b) to authorise any person to enter, on behalf of all the Members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.

(3) Any agreement made under such authority shall be effective and binding on such Members.

Agreement binding on Members

Buy-back of shares

73. Notwithstanding anything contained in these Articles but subject to the provisions of Sections 68 to 70 and any other applicable provision of the Act or any other Law for the time being in force, the Company may purchase its own shares or other specified securities.

Buy-back of shares

General meetings

74. The Company shall, in addition to any other meetings hold a General Meeting which shall be called its Annual General Meeting, at the intervals and in accordance with the provisions of the Act.

General meeting

75. All General Meetings other than Annual General Meeting shall be called Extra-ordinary General Meeting.

Extra-ordinary General Meeting

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| 76. (1) The Board may, whenever it thinks fit, call an Extra-ordinary General Meeting at such date, time and place as it deems fit.

(2) The Board shall on, the requisition of Members convene an Extra-ordinary General Meeting of the Company in the circumstances and in the manner provided under Section 100 of the Act and the Rules made thereunder. | Powers of Board to call Extra-ordinary General Meeting |
| 77. A General Meeting may be convened by giving not less than clear 21 days' notice either in writing or through electronic mode in such manner as may be prescribed under the Act, provided that a General Meeting may be called after giving a shorter notice in accordance with the Act. | Notice of General Meeting |
| 78. Notice of every General Meeting shall be given to the members and to such other person or persons as required by and in accordance with Section 101 and 102 of the Act and it shall be served in the manner authorized by section 20 of the Act. | Contents of Notice |

Proceedings at general meetings

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| 79. The quorum for a General Meeting shall be in accordance with Section 103 of the Act and no business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. | Quorum for General Meeting |
| 80. No business shall be discussed or transacted at any General Meeting except election of Chairperson whilst the chair is vacant. | Business confined to election of Chairperson whilst chair vacant. |
| 81. A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act | Body corporate deemed to be personally present |
| 82. The Chairperson of the Board shall preside as Chairperson at every General Meeting, whether Annual or Extra-ordinary, of the Company. | Chairperson of General Meeting |
| 83. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the Directors present shall elect one of their members to be Chairperson of the meeting. | Directors to elect a Chairperson |
| 84. If at any meeting no Director is willing to act as Chairperson or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall, by poll or electronically, choose one of their Members to be Chairperson of the meeting. | Members to elect a Chairperson |
| 85. On any business at any General Meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote. | Casting vote of Chairperson at General Meeting |
| 86. Subject to the provisions of the Act and other applicable Laws in force for the time being, the Company may from time to time pass any resolution by means of Postal Ballot, instead of transacting the business in General Meeting of the Company and if such resolution is assented to by a requisite majority of the Members by means of Postal Ballot, it shall be deemed to have been duly passed at a General Meeting. | Postal ballot |

87. (1) The Company shall cause minutes of the proceedings of every General Meeting of any class of Members and every resolution passed by Postal Ballot to be kept in accordance with the Act, by making, within 30 days of the conclusion of every such meeting concerned or passing of resolution by Postal Ballot entries thereof in books kept for that purpose with their pages consecutively numbered. Minutes of proceedings of meetings and resolutions passed by Postal Ballot
- (2) Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each Meeting in such book shall be dated and signed by the Chairperson of the same Meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairperson within this period, by a Director duly authorised by the Board for the purpose. Each page of the book to be signed
- (3) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the Meeting - Certain matters not to be included in minutes
- (a) is, or could reasonably be regarded, as defamatory of any person; or
- (b) is irrelevant or immaterial to the proceedings;
- (c) is detrimental to the interests of the Company.
- (3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid Article. Discretion of Chairperson in relation to
- (4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein. Minutes to be evidence
88. (1) The books containing the minutes of the proceedings of any General Meeting of the Company or a resolution passed by Postal Ballot shall: Inspection of minute books of General Meeting
- (a) be kept at the registered office of the Company; and
- (b) be open to inspection of any Member without charge, during business hours on all working days other than Saturdays, subject to such reasonable restrictions as the Company may impose, however not less than 2 hours in each day are allowed for inspection.
- (2) Any Member shall be entitled to be furnished, within 7 (seven) working days after he has made a request in that behalf to the Company with a copy of any minutes of the Meeting, on payment of such fees as may be fixed by the Board, but not exceeding a sum of ten rupees for each page or part of any page: Members may obtain copy of minutes
- Provided that a Member who has made a request for provision of a soft copy of the minutes of any previous General Meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.
89. The Board and the person(s) authorised by it, may take any action before the commencement of any General Meeting, or any Meeting of a class of Members in the Company, which they may think fit to ensure the security of the Meeting, the safety of people attending the Meeting, and the future orderly conduct of the Meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the Meeting concerned shall be subject to Security at meetings

such decision.

Adjournment of meeting

90. (1) The Chairperson may, with the consent of any Meeting at which a quorum is present, and shall, if so directed by the Meeting, adjourn the Meeting from time to time and from place to place. Chairperson may adjourn the meeting
- (2) No business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. Business at adjourned meeting
- (3) When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Notice of adjourned meeting
- (4) Save as aforesaid, and save as provided in in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting. Notice of adjourned meeting not required

Voting rights

91. (1) At any General Meeting, a resolution put to vote of the Meeting shall, unless a poll is demanded under Section 109, or if the voting is carried out electronically be decided on a show of hands. Such voting in a General Meeting or by Postal Ballot shall also include electronic voting in a General Meeting or Postal Ballot as permitted by applicable Laws from time to time. Entitlement to vote on show of hands and on poll
- (2) Subject to any rights or restrictions for the time being attached to any class or classes of shares –
- (a) on a show of hands, every Member of the Company entitled to vote and present in person or by attorney or Proxy shall have one vote; and
- (b) on a poll, every Member of the Company who being an individual is present in person or by attorney or Proxy or being a corporation is present by a representative or Proxy shall have a voting right in proportion to his share of the paid-up equity Share Capital of the Company.
92. Any Member who is a corporation present by a representative duly authorised by resolution of the directors or other governing body of such corporation in accordance with the provisions of Section 113 of the Act may vote on a show of hands as if he was a Member of the Company. The production at the Meeting of such resolution duly signed by one director of such corporation or by a member of its governing body and certified by him as being a true copy of the resolution shall on production at the meeting be accepted by the Company as sufficient evidence of the validity of his appointment. Voting by corporation
93. A Member may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and shall vote only once. Voting through electronic means
94. In the case of joint holders, voting will be in accordance with these Articles. Vote of joint- holders

95. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian and not otherwise, and any such committee or guardian may, on a poll, vote by Proxy. If any Member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians. Vote of persons of unsound mind and minors
96. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the transmission clause to any shares may vote at any General Meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof. Votes in respect of shares of deceased or insolvent Members, etc.
97. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. Business may proceed pending poll
98. No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien. Restriction on voting rights
99. A Member is not prohibited from exercising his voting rights on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the Articles or under applicable Law. Restriction on exercise of voting rights in other cases to be void
100. Any Member whose name is entered in the Register of Members shall enjoy the same rights and be subject to the same liabilities as all other Members of the same class. Equal rights of Members
101. No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the Meeting, whose decision shall be final and conclusive. Objection with respect to the qualification of a voter

Proxy

- 102.(1) Subject to the provisions of the Act and these Articles, any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person as a Proxy to attend and vote at the Meeting on his behalf but a Proxy so appointed shall not have any right to speak at the meeting and shall not be entitled to vote except on a poll. Member may vote in person or otherwise
- (2) A person shall: (a) not act as Proxy for more than 50 Members and holding in aggregate not more than 10% of the total Share Capital of the Company carrying voting rights; (b) not act as Proxy for more than one Member, if that Member holds more than 10% of the total Share Capital of the Company. Limit on a person to act as Proxy
- (3) The instrument appointing a Proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of

that power or authority, shall be deposited at the registered office of the Company not less than 48 (forty eight) hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposes to vote; and in default the instrument of Proxy shall not be treated as valid.

Proxies when to be deposited

103. The instrument appointing a Proxy shall be in the form as prescribed in the Rules made under Section 105 of the Act.

Form of Proxy

104. A vote given in accordance with the terms of an instrument of Proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the Proxy or of the authority under which the Proxy was executed, or the transfer of the shares in respect of which the Proxy is given.

Proxy to be valid notwithstanding death of the principal

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the Proxy is used.

Board of Directors

105. Unless otherwise determined by the Company in General Meeting, the number of Directors shall not be less than 3 (three) and shall not be more than 15 (fifteen), provided that the Company may appoint more than 15 (fifteen) directors after passing a special resolution.

Board of Directors

106. Notwithstanding anything to the contrary contained in these Articles, directives issued by Securities and Exchange Board of India and/ or provided in the Act from time to time with regard to composition of the Board, general requirements related to manner of appointment of Directors, Chief Executive Officer, code of conduct and other incidental and consequential matters relating to governance of the Company including certain provisions of the SEBI Listing Regulations, to the extent applicable, shall be complied with.

Compliance with other Laws

107. The Company shall appoint such number of Independent Directors as required under the Act and SEBI Listing Regulations, for a term specified in the resolution appointing him/her.

Independent Directors

108. The Board shall have the power to determine the Directors whose period of office is or is not liable to determination by retirement by rotation. Subject to provisions of Section 152 of the Act, the Company in General Meeting may, when appointing a person as a Director declare that his continued presence on the Board is of advantage to the Company and that his office as Director shall not be liable to be determined by retirement by rotation for such period until the happening of any event of contingency set out in the said resolution.

Directors not liable to retire by rotation

109. Article not in use.

110. (1) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

Remuneration of Directors

(2) The remuneration payable to Directors, including the Managing Director shall, subject to the applicable provisions of the Act and of these Articles and of any contract between him and the Company, be fixed by the Company in General Meeting from time to time, and

Remuneration to require Members' consent

may be by way of fixed salary and /or perquisites or commission on profits of the Company or participation in such profits, or by any or all these modes not expressly prohibited by the Act.

(3) Any Director who performs extra services or makes any special exertions for any of the purposes of the Company, then subject to the provisions of the Act, the Board may remunerate such Director either by a fixed sum or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled to.

Payment towards extra services

(4) In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them-

Travelling and other expenses

(a) in attending and returning from meetings of the Board of Directors or any Committee thereof or General Meetings of the Company; or

(b) in connection with the business of the Company.

Sitting fees

(5) A Director may receive remuneration by way of a fee for each meeting of the Board or a Committee thereof attended by him, subject to the maximum prescribed under the Act.

111. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

Execution of negotiable instruments

112.(1) Subject to the provisions of Section 149 of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional Directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

Appointment of additional directors

(2) Such person shall hold office only up to the date of the next Annual General Meeting of the Company or last date on which the annual General Meeting should have been held, whichever is earlier, but shall then be eligible for re-appointment as Director of the Company subject to the provisions of the Act.

Duration of office of additional director

113.(1) The Board may appoint an alternate director to act for a Director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an Independent Director unless he is qualified to be appointed as an Independent Director under the provisions of the Act and the SEBI Listing Regulations.

Appointment of alternate director

(2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.

Duration of office of alternate director

(3) If the term of office of the Original Director is determined before he returns to India, any provision for the automatic re-appointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

Re-appointment provisions applicable to Original Director

- 114.(1) If the office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may be filled by the Board of Directors at a meeting of the Board. Appointment of director to fill a casual vacancy
- (2) The Director so appointed shall hold office only up to the date which the Director in whose place he is appointed would have held office if it had not been vacated. Duration of office of Director appointed to fill casual vacancy
- (3) Subject to the provisions of Section 168 of the Act a Director may at any time resign from his office upon giving notice in writing to the Board and the Company shall intimate the Registrar and also place the fact of such resignation in the report of Directors laid in the immediately following General Meeting. Such Director shall also forward a copy of his resignation along with detailed reasons for the resignation to the Registrar within thirty days of resignation. The resignation of a Director shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later. The Company may, subject to the provisions of Section 169 and other applicable provisions of the Act and these Articles remove any Director before the expiry of his period of office Resignation of office by Directors or their removal
- 115.No Director of the Company is required to hold any qualification shares. Qualification shares

Powers of Board

- 116.The business of the Company shall be vested in the Board of Directors and the Board shall be responsible for the overall direction and management of the Company. Subject to the provisions of the Act, the Board shall have the right to delegate any of their powers to such committee of Directors, managing director, managers, agents or other persons as they may deem fit and may at their own discretion revoke such powers. Subject to the provisions of the Act and these Articles, the Board shall be entitled to exercise all such powers, and to do all such acts and things as the Company is authorized to exercise and do; provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act, or any other statute or by the Memorandum of Association of the Company or by these Articles or otherwise, to be exercised or done by the Company in a General Meeting; provided further that in exercising any such power or doing any such act or thing, the Board shall be subject to the provisions in that behalf contained in the Act or any other statute or in the Memorandum of Association of the Company or in these Articles, or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in General Meeting, but no regulation made by the Company in General meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made. General powers of the Company vested in Board

Proceedings of the Board

- 117.(1) The Board shall meet at least four times a year, with a maximum time gap of one hundred and twenty days between any two consecutive meetings. The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate their meetings and proceedings, as they think fit. When meeting to be convened
- (2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson or a Director shall, at any time, summon a meeting of the Board. Who may summon Board meeting
- (3) (a) Subject to the provisions of Section 173(3) of the Act, a meeting of the Board shall be convened by giving not less than seven days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or through electronic means. If quorum is found to be not present within thirty minutes from the time when the meeting should have begun or if during the meeting, valid quorum no longer exists, the meeting shall be reconvened at the same time and at the same place seven days later. At the reconvened meeting, the Directors present and not being less than two persons shall constitute the quorum and may transact the business for which the meeting was called and any resolution duly passed at such meeting shall be valid and binding on the Company. Notice of the Board meetings
- (b) The meeting of the Board may be called at a shorter notice to transact urgent business subject to the condition that at least one Independent Director of the Company shall be present at the meeting. In the event, any Independent Director is not present at the meeting called at shorter notice, the decision taken at such meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director.
- (4) Subject to the provisions of the Act, the quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one-third to be rounded off as one) or two Directors whichever is higher. Where at any time the number of interested Directors exceeds or is equal to two-thirds of the total strength of the Board of Directors, the number of Directors who are not interested Directors and present at the meeting, being not less than two, shall be the quorum during such time. The participation of the Directors by video conferencing or by other audio-visual means or any other means (to the extent permitted under the Act) shall also be counted for the purposes of quorum for a meeting of the Board or a Committee of the Board. Quorum for Board meetings
- (5) The participation of Directors in a meeting of the Board may be either in person or through video conferencing or audio, visual means, or teleconferencing, as may be prescribed by the Rules or permitted under Law. Participation at Board meetings

- 118.(1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. Questions at Board meeting how decided
- (2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. Casting vote of Chairperson at Board meeting
119. The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act or these Articles for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a General Meeting of the Company, but for no other purpose. Directors not to act when number falls below minimum
120. Article not in use.
- 121.(1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit, and they may from time to time revoke and discharge any such Committee either wholly or in part. Delegation of powers
- (2) Subject to the applicability of the relevant provisions of the Act, SEBI Listing Regulations and other applicable Laws to the Company, the Board shall constitute relevant Committees including audit committee, nomination & remuneration committee, corporate social responsibility committee, stakeholders relationship committee or such other Committee as required to be constituted under the Act, SEBI Listing Regulations and other applicable Laws and their constitution and other related matters shall be governed in accordance with the Act, SEBI Listing Regulations and other applicable Laws. Board to constitute Committees
- (3) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board, and all acts done by any such Committee in conformity with such regulations and in fulfilment of the purpose of their appointment, but not otherwise, shall have the like force and effect as if done by the Board. Committee to conform to Board regulations
- (4) The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of any such Committee, or by any regulations made by the Directors. Meeting and proceedings of Committee how governed
- (5) The participation of Directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under Law. Participation at Committee meetings
- 122.(1) A Committee may elect a chairperson of its meetings unless the Board, while constituting a Committee, has appointed a chairperson of such Committee. Chairperson of Committee

- (2) If no such chairperson is elected, or if at any meeting the chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be chairperson of the meeting. Who to preside at meetings of Committee
- 123.(1) A Committee may meet and adjourn as it thinks fit. Meeting of the Committee and decisions thereof
- (2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.
- (3) In case of an equality of votes, the chairperson of the Committee shall have a second or casting vote. Casting vote of Chairperson at Committee meeting
124. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director. Acts of Board or Committee valid notwithstanding defect of appointment
125. A resolution not being a resolution required by the Act or otherwise to be passed at a meeting of the Directors, may be passed without any meeting of the Directors or of a Committee of Directors provided that the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee as the case may be, at their addresses registered with the Company, by hand delivery or by post or courier or through electronic means as permissible under the relevant Rules and has been approved by a majority of the Directors as are entitled to vote on the resolution. Passing of resolution by circulation

Appointment of Key Managerial Personnel

126. Subject to the provisions of the Act and other applicable Laws,-
- (i) A Key Managerial Personnel may be appointed by the Board for such term on such remuneration and upon such conditions as it may think fit and the Key Managerial Personnel so appointed may be removed by means of resolution in the Board meeting. Appointment of Key Managerial Personnel
- (ii) the Board may appoint one or more Chief Executive Officers for multiple businesses of the Company. Appointment of Chief Executive Officers for multiple businesses
- (iii) A Director may be appointed as the Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer. Director may be Chief Executive Office etc.

Borrowing Powers of Directors

- 127.(1) Subject to clause (2) hereof the Directors may, from time to time at their discretion raise or borrow, or secure the repayment of any loan or advance taken by the Company. Any such moneys may be raised and the payment or repayment of such moneys maybe secured in such manner and upon such terms and conditions in all respects as the Directors may think fit and, in particular by promissory notes, or by opening current accounts or by receiving deposits and advances at interest, with or without security, or by the issue of debentures of debenture-stock of the Company charged upon all or any part of the Power to borrow and conditions on which money may be borrowed

property of the Company (both present and future), including its uncalled capital for the time being, or by mortgaging, charging or pledging any lands, buildings, machinery, plants, goods or other property and securities of the Company, or by such other means as to them may seem expedient.

(2) The Board of Directors shall not, except with the consent of the Company in General Meeting by way of a special resolution, borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose. Any bonds, debentures, debenture-stock or other securities issued or to be issued by the Company, shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

Registers

128. The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, Register of Members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed under the Act, decide, and in such manner and containing such particulars as prescribed by the Act. The registers and copies of annual return shall be open for inspection during business hours on all working days, other than Saturdays, for not less than 2 hours at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules. Statutory registers

129.(1) The Company may exercise the powers conferred on it by Section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of Section 88 of the Act) make and vary such regulations as it may think fit in relation to the keeping of any such register. Foreign register

(2) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the Register of Members.

The Seal

130.(1) The Board may provide a Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Board shall provide for the safe custody of the Seal. The seal, its custody and use of Seal

(2) The Seal shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least two Directors and of the secretary or such other persons the Board may appoint for the purpose; and such Directors and the secretary or

other person aforesaid shall sign every instrument to which the Seal is so affixed in their presence.

Dividends and Reserve

131. The Company in General Meeting may declare dividends to be paid to the Members according to their respective rights and interests in the profits, and may fix the time for the payment thereof. No larger dividend shall be declared than is recommended by the Board, but the Company in General Meeting may declare a smaller dividend. Company in General Meeting may declare dividends
132. Subject to the provisions of Section 123 of the Act, the Board may from time to time declare and pay to the Members such interim dividend as in their judgment the position of the Company justifies. Interim dividends
133. (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit. Dividends only to be paid out of profits.
- (2) No dividends shall be payable except out of profits of the Company of the year or any other undistributed profits and no dividend shall carry interest against the Company. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive. Dividend not to bear interest against the company
- (3) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve. Carry forward of profits
134. (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid in proportion to the amounts paid up or credited as paid up on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares. Division of profits
- (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share. Payments in advance
- (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly. Dividends to be apportioned

- 135.(1) No Member shall be entitled to receive payment of any dividend in respect of any share or shares on which the Company has a lien, or whilst any amount due or owing from time to time to the Company, either alone or jointly with any other person or persons, in respect of such share or shares, or on any other account whatsoever, remains unpaid, and the Directors may retain, apply and adjust such dividend in or towards satisfaction of all debts, liabilities, or engagements in respect of which the lien exists, and of all such money due as aforesaid.
- No Member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom
- (2) The Board may retain dividends payable upon shares in respect of which any person is, under the transmission clause hereinbefore contained, entitled to become a Member, until such person shall become a Member in respect of such shares or shall duly transfer the same.
- Retention of dividends
136. Where any instrument of transfer of shares has been delivered to the Company for registration and the transfer of such shares has not been registered by the Company, it shall, notwithstanding anything contained in these Articles transfer the dividend in relation to such shares to the 'Unpaid Dividend Account' unless the Company is authorised by the registered holder of such shares in writing to pay such dividend to the transferee specified in such instrument of transfer.
- Right to dividend pending registration of transfer of shares
137. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
- Notice of dividend
138. No dividend shall be payable except in cash, provided that nothing in this Article shall be deemed to prohibit the capitalisation of profits or reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on any shares held by the Members of the Company.
- Dividend payable in cash
- 139.(1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct.
- Dividend how remitted
- (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- Instrument of payment
- (3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost to the member or person entitled thereto by forged endorsements on any cheque or warrant, or the fraudulent or improper recovery thereof by any other means. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.
- Discharge to Company
140. Any one of several persons who are registered as joint holders of a share may give effective receipts for all dividends and payments on
- Receipt of one holder sufficient

account of dividend in respect of such share.

141. (1) Where the Company has declared a dividend but which has not been paid or claimed within thirty days from the date of declaration to any Shareholder entitled to the payment of the dividend, the Company shall within seven days from the date of expiry of the said period of thirty days, open a special account in that behalf with any scheduled bank called "Unpaid dividend Account of PVR Limited" and transfer to the said account, the total amount of dividend which remains unpaid or in relation to which no dividend warrant has been posted.
- (2) Subject to the provisions of Section 124(5) of the Act, any money transferred to the Unpaid dividend Account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund.
- (3) All unclaimed and unpaid dividends shall be dealt with as per Sections 124 and 125 of the Act.
142. Subject to the Act, any General Meeting declaring a dividend may make a call on the Members in respect of moneys unpaid on shares for such amount as the meeting fixes but so that the call on each Member shall not exceed the dividend payable to him and so that the call made payable at the same time as the dividend, and the dividend may, if so agreed between the Company and the Members be set off against the call.
143. The waiver in whole or in part of any dividend on any share by any document shall be effective only if such document is signed by the Member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

Unclaimed or unpaid dividends

Dividend and call together

Waiver of dividends

Accounts

144. Subject to the provisions of the Act, the Company shall keep at its registered office, proper books of accounts and other relevant books and papers and financial statement for every financial year which give a true and fair view of the state of the affairs of the Company, including that of its branch office or offices, if any, and explain the transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting, provided that all or any of the books of account aforesaid may be kept at such other place in India as the Board may decide and when the Board so decides the Company shall, within 7 (seven) days of the decision file with the Registrar a notice in writing giving the full address of that other place, provided further that the Company may keep such books of accounts or other relevant papers in electronic mode in such manner as provided in Section 128 of the Act and the Rules framed thereunder

Books of accounts

- 145.(1) The books of account and other books and papers of the Company, or any of them, shall be open to inspection by any Director(s) in accordance with the applicable provisions of the Act. Inspection by Directors
- (2) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of Members not being Directors. Restriction on inspection by Members
- (3) No Member (not being a Director) shall have any right of inspection of any books of account or books and papers or document of the Company except as conferred by Law or authorised by the Board or by the Company in General Meeting.
- 146.(1) Subject to Section 129 of the Act, at every Annual General Meeting of the Company, the Board shall lay before such meeting the financial statements for the financial year, which shall be accompanied by a report of the Directors as to the state and condition of the Company as required by Section 134 of the Act. Financial statements
- (2) The financial statements of the Company shall give a true and fair view of the state of affairs of the Company at the end of the period of the accounts and shall comply with Sections 129 and 133 of the Act. Form and contents of financial statement
- (3) The financial statements shall be signed in accordance with the provisions of Section 134 of the Act. Financial statements how to be signed
- (4) A copy of every financial statement (including consolidated financial statements, the Auditors' report and every other document required by Law to be annexed or attached, as the case may be, to the financial statement) which is to be laid before the Company in General Meeting shall not less than twenty one days before the date of the meeting, subject to provisions of Section 101 of the Act, be sent to every Member, every trustee for the debenture holder of any debentures issued by the Company, to the auditors of the Company, and every Director. Right of Members to copies
- (5) A copy of the financial statements (including consolidated financial statement, if any) along with all the documents which are required to be attached to such financial statements under the Act, duly adopted at the Annual General Meeting of the Company, shall be filed with the registrar within thirty days of the said meeting. Copies of financial statements to be filed with the registrar
- (6) The Requirement set out in the SEBI Listing Regulations with respect to financial statements shall be complied with by the Company. Company to comply with SEBI Listing Regulations

Audit

147. At least once in a year, the accounts of the Company shall be balanced and audited and the correctness of the profit and loss account and the balance sheet ascertained by one or more Auditor or Auditors to be appointed as required by the Act. Audit of accounts
148. Appointment, re-appointment, rotation, removal, resignation, eligibility, qualification, disqualification, remuneration, powers and duties etc. of the Auditors shall be in accordance with the provisions of the Act. Appointment, qualification and remuneration of Auditors

Winding up

149. The Company shall be wound up in accordance with the Act and the Insolvency and Bankruptcy Code, 2016 (to the extent applicable). Winding up of Company

Notices

150. A document (which includes any summons, notice, order, declaration, form and register) may be served on any Member by sending it to him by post or by registered post or by speed post or by courier or by delivering at his office or address, or by electronic mode or any other modes in the manner as prescribed under the Act. Notices
151. A document may be served on the Company or on an officer thereof by sending it to the Company or officer at the registered office of the Company by post or by registered post or by leaving it at its registered office, or by means of such electronic mode or other mode in the manner and as may be specified in the Act. Service of documents on Company

Indemnity and Insurance

152. Subject to the provisions of the Act, the Directors, secretary and the other officers for the time being of the Company shall be indemnified out of the assets of the Company from and against all suits, proceedings, cost, charges, losses, damage and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duty in their respective office except such suits, proceedings, cost, charges, losses, damage and expenses, if any that they shall incur or sustain, by or through their own wilful neglect or default and no such officer shall be answerable for the acts, receipts, neglects or defaults, of any other officer or joining in any receipts for the sake of confirming or for the solvency or honesty of any bankers or other persons with whom any money or effects belonging to the Company may be lodged or deposited for safe custody or for any insufficiency or deficiency of any securities upon which any money of the Company shall be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office unless the same shall happen by the wilful, neglect or default of such officer. Directors and officers right to indemnity
153. The Company may take and maintain any insurance as the Board may think fit on behalf of its Directors (present and former), other employees and officers and Key Managerial Personnel for insurers to directly meet all claims, losses, expenses, fines, penalties or such other levies, or for indemnifying any or all of them against any such liability for any acts in relation to the Company for which they may be liable. D&O Liability Insurance

Confidentiality and Secrecy

154. Every Director, manager, Auditor, treasurer, trustee, member of a Committee, officer, servant, agent, accountant or any other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration, pledge himself not to reveal any of the matters Confidentiality

which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by Law or by the persons to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

155. No Member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of any information relating to the Company or any matter which may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors, will be inexpedient in the interest of the Members of the Company to communicate to the public. Secrecy

156. (1) Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided. General Power

(2) Where the Act empowers the Board to exercise any powers for and on behalf of the Company, the Board shall be entitled to exercise the same, irrespective of whether the same is contained in these Articles or not. The provisions of the Act shall have effect notwithstanding anything to the contrary contained in these Articles. Any provision contained in these Articles shall, to the extent to which it is repugnant to the provisions of the Act, become or be void, and the same shall be without affecting other provisions contained in these Articles.

(end of Part A)

PART B

Interpretation

157. Unless the context otherwise requires, words or expressions contained in these Part B Articles and not defined herein shall bear the same meaning as in Article 2 of Part A Articles and if not defined in Article 2 of Part A, then shall bear the same meaning as in the Act.

158. In these Part B Articles:

- (a) "Diluted Shareholding" means any equity share, preference share, warrant and any other security convertible into, exercisable or exchangeable for equity shares of the Company, as held by a Member from time to time; "Diluted Shareholding"
- (b) "Effective Date" means the 'effective date' of the Scheme, being the date on which the Scheme is operative; "Effective Date"
- (c) "Fully Diluted Capital" means the Share Capital on a fully diluted basis (i.e., assuming that all outstanding compulsorily convertible debentures and any options, warrants or instruments then outstanding convertible into "Fully Diluted Capital"

or exercisable or exchangeable for equity shares of the Company, have been so converted, exercised or exchanged);

- (d) “Initial Period” means the period commencing from the Effective Date until the expiry of the fifth (5th) anniversary of the Effective Date; “Initial Period”
- (e) “Promoter Group” means: (i) the Promoter Group A along any person that qualifies as being part of the ‘promoter group’ with each member of the Promoter Group A respectively under applicable Law; or (ii) the Promoter Group B, as the case may be; “Promoter Group”
- (f) “Promoter Group A” means Mr. Ajay Bijli and Mr. Sanjeev Kumar; “Promoter Group A”
- (g) “Promoter Group A Shareholding” means the aggregate Diluted Shareholding held by members of the Promoter Group A along any person that qualifies as being part of the ‘promoter group’ with each member of the Promoter Group A respectively under applicable Law; “Promoter Group A Shareholding”
- (h) “Promoter Group B” means GFL Limited, INOX Infrastructure Limited, Mr. Pavan Kumar Jain and Mr. Siddharth Jain; “Promoter Group B”
- (i) “Promoter Group B Shareholding” means the aggregate Diluted Shareholding held by members of the Promoter Group B; “Promoter Group B Shareholding”
- (j) “Promoter Group Shareholding” means the Promoter Group A Shareholding or the Promoter Group B Shareholding, as the case may be; and “Promoter Group Shareholding”
- (k) “Scheme” means the scheme of amalgamation between the Company and INOX Leisure Limited pursuant to Sections 230 to 232 of the Companies Act, 2013. “Scheme”

Special rights

159. The Board shall comprise of ten (10) Directors. Board composition
160. Subject to: Nominee Directors
- (a) Promoter Group B Shareholding being at least seven point five per cent. (7.5%) of the Fully Diluted Capital, the Promoter Group B shall have the right to nominate and appoint two (2) nominee directors on the Board; and
- (b) the Promoter Group A Shareholding being at least seven point five per cent. (7.5%) of the Fully Diluted Capital, the Promoter Group A shall have the right to nominate and appoint two (2) nominee directors on the Board

161. In the event: Fall-away of Board rights
- (a) the relevant Promoter Group Shareholding falls below seven point five per cent. (7.5%) of the Fully Diluted Capital, but they continue to hold a Diluted Shareholding of at least five per cent. (5%) of the Fully Diluted Capital, such Promoter Group shall only be entitled to nominate and appoint one (1) Director on the Board; and
 - (b) the relevant Promoter Group Shareholding falls below five per cent. (5%) of the Fully Diluted Capital, their right to nominate and appoint Directors, shall fall away and cease to exist.
162. The Board may, from time to time, constitute, reorganise or dissolve such committees of the Board as it may deem fit, subject to any mandatory requirements of applicable Laws. The Board shall, in respect of each committee, determine its functions, responsibilities, powers and authorities. Subject to the fall away provisions set out in Article 161: Board committees
- (a) for Board committees where applicable Law mandates its composition to include majority members to be Independent Directors, each of Promoter Group A and Promoter Group B shall have the right to appoint one (1) nominee Director each; and
 - (b) for Board committees where applicable Law does not mandate its composition to include majority members to be Independent Directors (other than management committee of the Board), each of Promoter Group A and Promoter Group B shall have the right to appoint their nominee Directors on such Board committees, in equal proportion.
163. For so long as the Promoter Group B continues to hold at least seven point five per cent. (7.5%) of the Fully Diluted Capital, the Promoter Group B shall have the right to appoint the Chairperson on the Board. For an initial period of five (5) years from the Effective Date, the Chairperson of the Board will be Mr. Pavan Kumar Jain. Each Board meeting shall be chaired by the Chairperson. Chairperson of the Board
164. During the Initial Period, the relevant Promoter Group will have the following rights: Senior management rights during the Initial Period
- (a) for so long as the Promoter Group A Shareholding continues to be at least five per cent. (5%) of the Fully Diluted Capital, Mr. Ajay Bijli shall be appointed as Managing Director of the Company for a term of five (5) years;
 - (b) for so long as the Promoter Group A Shareholding continues to be at least seven point five per cent. (7.5%) of the Fully Diluted Capital, Mr. Sanjeev Kumar shall be appointed as an executive Director of the Company for a term of five (5) years; and

- (c) for so long as Promoter Group B Shareholding continues to be at least five per cent. (5%) of the Fully Diluted Capital, Mr. Siddharth Jain shall be appointed as a non-executive non-independent Director of the Company.

165. The following matters (the “**Affirmative Vote Matters**”), with respect to the Company and any of its subsidiaries and associate companies, shall require the affirmative vote at a quorate meeting of the Board, or the prior written approval, of, in each case: (x) the Promoter Group A (for so long as the Promoter Group A Shareholding is at least seven point five per cent. (7.5%) of the Fully Diluted Capital); and (y) the Promoter Group B (for so long as the Promoter Group B Shareholding is at least seven point five per cent. (7.5%) of the Fully Diluted Capital), before such Affirmative Vote Matters can be acted upon by the Company (or voted upon, directly or indirectly, by the Company at any meeting of its subsidiaries and associate companies):
- Affirmative voting
matters
- (a) Share Issues
Any variation in the authorised or issued share capital of the Company, pursuant to, *inter alia*, bonus issuances, stock splits, buybacks, private placements, follow-on public offerings, creation or the granting of any option (including employee stock options) or other right to subscribe for or convert into shares in the capital of the Company or any other securities, or the variation of the rights attaching to shares in the capital of Company.
 - (b) Constitutional Documents
Alteration of the memorandum of association, articles of association or other constitutional documents of the Company.
 - (c) Reduction of Reserves
Reduction of the share capital, share premium account, capital redemption reserve or any other Company reserve, or the reduction of any uncalled liability in respect of partly paid shares of the Company.
 - (d) Winding Up
Undertaking any steps to wind up or dissolve the Company or filing of an application for the appointment of a receiver or an administrator over the Company’s assets or the commencement of any bankruptcy or insolvency proceedings in relation to the Company or any delisting in relation to the shares of the Company.
 - (e) Distributions
Declaration or distribution of any dividend or other payment out of the distributable profits of Combined Entity other than as provided in the Company’s dividend policy.

(f) Material changes to the business

Undertaking any material change (including cessation) to the nature of the business conducted by the Company having an adverse effect on the EBITDA for an amount equivalent to ten per cent. (10%) as of the previous financial year. In addition, undertaking any expansion of the existing business outside of India and Sri Lanka or commencing any new business other than the business conducted by the Company will be considered to be an Affirmative Vote Matter.

(g) Disposals – Business Sales

The sale, transfer, leasing, licensing, spin-off or disposal by the Company (other than in the normal course of business or as set out in the business plan or any annual budget) of all or a substantial part of its business, undertaking or assets whether by a single transaction or series of transactions, related or not, for a consideration exceeding Rs. 100,00,00,000 (one hundred crore rupees) in a financial year. Any sale of existing owned real estate of the Company will be considered to be an Affirmative Vote Matter.

(h) Acquisitions

Any acquisition (whether by purchase, subscription or otherwise) by the Company of any share capital or loan capital of a body corporate, or of any business or undertaking or any assets, including freeholds or leaseholds for real property (in each case for a consideration in excess of Rs. 100,00,00,000 (one hundred crore rupees))

(i) Reorganisations

The approval or undertaking or any amalgamation, merger, consolidation, recapitalisation or other reorganisation involving the Company.

(j) Business plan/Annual Budget

The adoption of an annual capex plan and any annual budget, or a variation in excess of fifteen per cent. (15%) of the total capital expense and other expenses once approved.

(k) Borrowings

The incurring of any borrowing by the Company or any other indebtedness or liability in the nature of borrowing, in excess of Rs. 15,00,00,00,000 (fifteen hundred crore rupees) for the first twenty four (24) months from the Effective Date. In addition, the incurring by the Company of any borrowing or other indebtedness or liability in the nature of a borrowing, in excess of 1 x EBITDA (real

EBITDA) after twenty four (24) months of the Effective Date will be considered to be an Affirmative Vote Matter.

(l) Security

The creation of any mortgage, charge, security, pledge, lien, right of set off, right of retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking of the Company other than: (i) for the borrowing mentioned in paragraph (k) above; (ii) arising or granted in the ordinary course of business; or (iii) a lien or retention of title on assets arising by the operation of Law in the ordinary course of business.

(m) Lending

Any loans or grant of any credit by the Company save for trade credit extended on normal commercial terms in the ordinary course of business.

(n) Litigation

The settlement of the Company where the amount claimed exceeds Rs. 50,00,00,000 (fifty crore rupees).

(o) Accounting policies/year end

Any alteration of the financial year end or of the accounting methods, policies or practices of the Company, except to the extent required by Law, or applicable accounting standards.

(p) Change of internal and statutory auditors

Any appointment of, or change in the internal or statutory auditors of the Company other than a big 4 accounting firm.

(q) Tax matters

Any alteration to: (i) the Company's tax residency; or (ii) to the Company's tax structure.

(r) Related Party Transactions

Entry into (or the amendment or variation of) any related party transactions between the Company and any member of the Promoter Groups.

(s) Third Party Payments

The making of any: (i) donations above the requirements of applicable Law; and (ii) any political donations.

(t) Hedging and derivatives

The approval of any hedging policies, including with respect to foreign currency exposure, and the entry into any derivative agreements by the Company, other than in the ordinary course of business, for an amount exceeding USD 1,50,00,000 (United States Dollars one crore fifty

lacs) or its equivalent.

166. For so long as the relevant Promoter Group Shareholding is at least five per cent. (5%) of the Fully Diluted Capital, copies of the monthly management information systems and such other periodic information in relation to the financials of the business conducted by the Company shall be shared with the relevant Promoter Group, subject to compliance under the SEBI (Prohibition of Insider Trading) Regulations, 2015. Information and inspection rights

Names, addresses, descriptions and occupations of subscribers and Witness (along with names, addresses, descriptions and occupations)

Dated the 24th day of March 1995

Place: New Delhi

Names, description, occupation and addresses of each subscribers	Signature of subscribers	Name, addresses, description, occupation and signatures of witness or witnesses
1. Ajay Bijli S/o Late Shri K. M. Bijli 31, New Rohtak Road New Delhi Business	Sd/-	I hereby witness the signatures of all the subscribers Sd/- Rajnesh Khurana Chartered Accountant S/o Sh. O. P. Khurana Dewan P. N. Chopra & Co. H-57, Connaught Circus New Delhi-110001
English Version of Hindi : 2. Sunduro Rani W/o Shri Krishan Mohan Bijli 31, New Rohtak Road New Delhi Business	Sd/-	
3. Hira Lal Khanna S/o L. C. Khanna F-76, Naraina Vihar New Delhi-28 Business	Sd/-	
4. Rajesh Grover S/o Shri M. L. Grover D-191, Defence Colony New Delhi Business	Sd/-	
5. Sanjeev Kumar S/o K. L. Kumar 31, New Rohtak Road New Delhi Business	Sd/-	
6. N. C. Gupta S/o Shri R. B. Lal F 10/7, Krishna Nagar Delhi Profession	Sd/-	
7. R. M. Bhardwaj S/o Late Guramall Bhardwaj 52/22, Ramjas Road Karol Bagh, New Delhi Service	Sd/-	

Place : New Delhi

Dated : 27th day of March, 1995

CERTIFIED TRUE COPY OF RESOLUTION PASSED IN THE 22nd ANNUAL GENERAL MEETING OF PVR LIMITED HELD ON MONDAY, THE 24TH DAY OF JULY 2017 AT "MAPPLE EMERALD", RAJOKRI, NH-8, NEW DELHI - 110 038

To adopt new set of Articles of Association of the Company in accordance with the Companies Act, 2013.

"RESOLVED THAT pursuant to the provisions of Section 14 and all other applicable provisions of the Companies Act, 2013 read with Companies (Incorporation) Rules, 2014 as amended from time to time, the draft regulations contained in the Articles of Association submitted to this meeting be and are hereby approved and adopted in substitution, and to the entire exclusion, of the regulations contained in the existing Articles of Association of the Company.

RESOLVED FURTHER THAT the Chairman cum Managing Director, Joint Managing Director and Company Secretary of the Company be and are hereby severally authorized to do all acts and take all such steps as may be necessary, proper or expedient to give effect to this resolution."

For **PVR Limited**

Pankaj Dhawan



Pankaj Dhawan
Company Secretary

Membership No. F-3170
Add: 23-C, Pocket J & K
Dilshad Garden, Delhi - 110095

IN THE HIGH COURT OF DELHI AT NEW DELHI
ORIGINAL JURISDICTION
COMPANY PETITION NO. 41 OF 2009
CONNECTED WITH
COMPANY APPLICATION (M) NO. 3 OF 2009
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF A PETITION UNDER SECTION 391
OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF AMALGAMATION OF
SUNRISE INFOTAINMENT PRIVATE LIMITED
Transferor Company /Petitioner Company No. 1
WITH
PVR LIMITED
Transferee Company/Petitioner Company No. 2
PVR LIMITED AND OTHERS
.....PETITIONERS

MEMO OF PARTIES

SUNRISE INFOTAINMENT PRIVATE LIMITED
PRESENTLY HAVING ITS REGD. OFFICE AT 61, BASANT LOK,
VASANT VIHAR, NEW DELHI-110057.

TRANSFEROR COMPANY / PETITIONER COMPANY NO. 1

PVR LIMITED
HAVING ITS REGD. OFFICE AT 61, BASANT LOK,
VASANT VIHAR, NEW DELHI-110057.

TRANSFEREE COMPANY / PETITIONER COMPANY NO. 2

ADVOCATES FOR THE PETITIONERS

Sd/-
DEEPAK DIWAN / SUMIT GARG
(9810517022 / 9818697266)
261, FOREST LANE,
BEHIND COUNTRY CLUB, SAINIK FARMS,
NEW DELHI-110068

Date : 29th January, 2009
Place : New Delhi

IN THE HIGH COURT OF DELHI AT NEW DELHI

(ORIGINAL JURISDICTION)

IN THE MATTER OF THE COMPANIES ACT, 1956

AND

IN THE MATTER OF SCHEME OF AMALGAMATION

OF

COMPANY PETITION NO. 41/2009

CONNECTED WITH

COMPANY APPLICATION (M) NO. 03/2009

IN THE MATTER OF M/s. Sunrise Infotainment Pvt. Ltd.
having its Regd. Office at:
61, Basant Lok, Vasant Vihar,
New Delhi-110057

.....Petitioner/Transferor Company

WITH

IN THE MATTER OF M/s. PVR Limited.
having its Regd. Office at:
61, Basant Lok, Vasant Vihar,
New Delhi-110057

.....Petitioner/Transferee Company

BEFORE HON'BLE MR. JUSTICE SUDERSHAN KUMAR MISRA

DATED THIS THE 25th DAY OF SEPTEMBER, 2009

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition came up for hearing on 25/09/2009 for sanction of Scheme of Amalgamation proposed to be made of M/s. Sunrise Infotainment Pvt. Ltd. (hereinafter referred to as Petitioner/Transferor Company); with M/s. PVR limited (hereinafter referred to as the Petitioner/Transferee Company). The Court examined the petition; the order dated 20/01/2009, 11/02/2009 & 10/09/2009 passed in CA(M) 03/2009, whereby the requirement of convening and holding the meeting of Equity Shareholders, Preference Shareholders, Secured & Unsecured Creditors of the Transferor Company and Equity Shareholders, Secured & Unsecured Creditors of Transferee Company for the purpose of considering and if thought fit approving with or without modification, the Scheme of Amalgamation annexed to the affidavit of Sh. N. C. Gupta, Director and Company Secretary of the Petitioner Companies filed on 9th day of January, 2009 was dispensed with; and the publication in the newspapers namely Statesman (English) dated 07/03/2009, Navbharat Times (Hindi) dated 11/03/2009 and Veer Arjun (Hindi) dated 07/03/2009 containing the notice of the Petition.

The Court also examined the affidavit dated 21/07/2009 of Shri R. Vasudevan, Regional Director, Northern Region, Ministry of Corporate Affairs, Noida on behalf of Central Government submitting that there was no mention whether the Petitioner Companies have complied with the Accounting Standard-14 issued by the Institute of Chartered Accountants of India. He, therefore, prayed that the Petitioner Companies may be asked to furnish an undertaking that they shall comply with the

Accounting Treatment as prescribed under Accounting Standard-14 i.e. 'Accounting for Amalgamation' governed by the Companies (Accounting Standards) Rules, 2006 issued under the Act. In response thereto, Learned Counsel for the Petitioners, in his affidavit dated 27th July, 2009, undertook that the Petitioner Companies shall comply with the Accounting Treatment as prescribed under Accounting Standard-14 i.e. 'Accounting for Amalgamation' governed by the Companies (Accounting Standard) Rules, 2006. The undertaking was accepted and the Petitioners shall remain bound by the same. In view thereof, the Court observed that the objection raised by the Regional Director did not survive.

The Regional Director, while referring to Para 7.2 of the Scheme regarding clubbing of the Authorized Share Capital of the Transferor Company with the Transferee Company, has further submitted that the clubbing/merging of the Authorized Share Capital of subsidiary & holding companies will not be relevant in the Amalgamation of subsidiary & holding companies. In response thereto, Learned Counsel for the Petitioner submitted that the intention behind the merger of the Authorized Share Capital of the Transferor Company with that of the Transferee Company was that the Authorized Share Capital is a right of the Company on which fees and stamp duty has been paid to the State and Central government and like all other rights and obligations, the same passes from the Transferor Company to the Transferee Company. The Court examined the objection raised by the Regional Director and held that the issue contended is no more res integra and stands settled by judgments of various High Courts. Once the Scheme is sanctioned by the Court, by operation of law, the proposed changes come into effect and no separate notice for this purpose under Section 95 or 97 is required to be given to the Registrar. In view of the settled position of law on the subject, the Court overruled the objection raised by the Regional Director.

Upon hearing Sh. Deepak Diwan with Sh. Sumit Garg, Advocates for the Petitioners, Mr. Rajiv Behl for the Official Liquidator and Mr. Raisuddin, Dy. Registrar of Companies in person; and in view of the approval of the Scheme of Amalgamation without any modification; by the Equity Shareholders, Preference Shareholders, Secured & Unsecured Creditors of the Transferor Company and Equity Shareholders, Secured & Unsecured Creditors of Transferee Company; and in view of the affidavit of Sh. S. B. Gautam, Official Liquidator filed on 27/07/09 stating therein that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its Equity Shareholders or to public interest and that Transferor Company could be dissolved without undergoing the process of winding up and there being no investigation proceedings pending in relation to the Petitioner Transferee Company under Section 235 to 251 of the Companies Act, 1956,

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION set forth in Schedule-I annexed hereto and Doth hereby declare the same to be binding on all the Equity Shareholders & Creditors of the Transferor Company and all concerned and doth approve the said Scheme of Amalgamation with effect from the appointed date i.e. 01.04.2008.

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Company specified in the First, Second and Third parts of the Schedule-II hereto and all other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and

2. That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
3. That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
4. That on the Amalgamation of the Transferor Company and Transferee Company, the Share Capital of the Transferor Company will be extinguished since all the shares of the Transferor Company are held by the Transferee Company as their Holding Company. Since the Transferor Company is a wholly owned subsidiary of the Transferee Company, no shares will be issued by the Transferee Company to the Shareholders of the Transferor Company as a result of Amalgamation. Upon the Scheme becoming effective, the Authorized Share Capital of the Transferor Company would add to the Authorized Share Capital of the Transferee Company and the Authorized Share Capital of the Transferee Company would stand increased to that extent; and
5. That the Transferor Company do within five weeks after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without undergoing the process of winding up and the concerned Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly. It is also clarified that this order will not be construed as an order granting exemption from payment of stamp duty that is payable in accordance with law; and
6. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

SCHEME OF AMALGAMATION
BETWEEN
SUNRISE INFOTAINMENT PRIVATE LIMITED
AND
PVR LIMITED

**[Under Section 391 to Section 394 of the Companies Act, 1956 in respect of the
Amalgamation of Sunrise Infotainment Private Limited
with PVR Limited]**

PREAMBLE:

- A. WHEREAS **Sunrise Infotainment Private Limited** is a Company incorporated under the Companies Act, 1956 having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi- 110057. It is engaged in the business of cinema exhibition.
- B. AND WHEREAS **PVR Limited** is a Company incorporated under the Companies Act, 1956 having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi-110057, is inter alia engaged in the entertainment industry with focus on cinema exhibition.
- C. AND WHEREAS **Sunrise Infotainment Private Limited** is the wholly owned subsidiary of **PVR Limited** and both the companies are engaged in the similar line of business i.e. business of Cinema Exhibition.
- D. AND WHEREAS the management of **PVR Limited and Sunrise Infotainment Private Limited** are of the view that there is no purpose in having two separate entities especially when **Sunrise Infotainment Private Limited** is a wholly owned subsidiary of the former and the ultimate beneficiary shareholders are the same. The management of both the companies are of the view that it would be prudent to amalgamate these two companies so as to form a single entity for better synergy of operations and administrative efficiency, for cost reduction and to have effective control over the affairs of the Company. The objective / benefits of the Scheme of Amalgamation is to create a single business entity which will in turn help them:
- a) to manage their businesses more efficiently and effectively;
 - b) for better co-ordination of the business activities;
 - c) to utilize their resources optimally;
 - d) to easily avail the finances required for their expansion and projects;
 - e) to better negotiate the lending terms and conditions with the banks, financial institutions, etc.; and
 - f) to derive the benefit of synergies.
- E. The present Scheme of Amalgamation is for the amalgamation of **SUNRISE INFOTAINMENT PRIVATE LIMITED** with **PVR LIMITED** (“Scheme”).
- F. The Registered Office of Sunrise Infotainment Private Limited falls within the territorial jurisdiction of Hon’ble High Court of Delhi at New Delhi.

- G. The Registered Office of PVR Limited falls within the territorial jurisdiction of Hon'ble High Court of Delhi at New Delhi.
- H. Under the Scheme it is proposed to merge **Sunrise Infotainment Private Limited** with **PVR Limited** in terms of Section 391 to 394 of the Companies Act, 1956 with the approval of the shareholders of Sunrise Infotainment Private Limited and PVR Limited and sanction of the Hon'ble High Court of Delhi at New Delhi.

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- 1.1 **"Act"** means the Companies Act, 1956 or any statutory modifications or re-enactments thereof for the time being in force.
- 1.2 **"Appointed Date"** means 1st April, 2008.
- 1.3 **"Effective Date"** means the date on which the last of the approvals or sanctions specified in the Scheme shall have been obtained and certified copies of the order of the Court (Hon'ble High Court of Delhi at New Delhi) have been filed with the Registrar of Companies, by PVR Limited and Sunrise Infotainment Private Limited as required under the provisions of the Companies Act, 1956, and if certified copies are filed on different dates, the last of the dates.
- 1.4 **"Scheme"** means this Scheme of Amalgamation in its present form or with, modification(s) approved or imposed or directed by the Hon'ble High Court of Delhi, as the case may be.
- 1.5 **"Transferor Company"** means Sunrise Infotainment Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi- 110057.
- 1.6 **"Transferee Company"** means PVR Limited, a Company incorporated under the Companies Act, 1956 and presently having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi- 110057.
- 1.7 **"Undertaking of the Transferor Company"** means:
- (a) all assets and property of the Transferor Company wherever situated, whether current or fixed, movable or immovable, tangible or intangible as on the Appointed Date (hereinafter referred to as "the said assets");
 - (b) All the debts, liabilities including contingent liability, bank liability in whatsoever form, duties, charges and obligations of the Transferor Company as on the Appointed Date (hereinafter referred to as "the said liabilities");
 - (c) Without prejudice to the generality of the sub-clause (a) above, the Undertaking of the Transferor Company shall include all the Transferor Company's reserves, provisions and authorized share capital, application money(s), movable and immovable properties including land and buildings, plant and machinery, capital work in progress, goods in transit, stocks, investments, application monies, cash and bank balances, bills of exchange, bank guarantees, post dated cheques, receivables, credits, deposits, claims, powers, authorities, allotments, leasehold rights, tenancy rights, entry and occupation rights,

approvals, consents, registrations, contracts, ISI/BIS marks, engagements, arrangements, rights, titles, interests, benefits, club memberships, advantages, other intangibles, industrial and other licenses, permits, authorizations, quota rights, goodwill, trademarks, patents and other industrial and intellectual property rights, including domain names, websites, copyrights, designs, engineering and process information, technology, computer programs, import quotas, telephones, telex, facsimiles and other communication facilities and equipments, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of whatsoever nature and wheresoever situate, available under any rule, regulations, statute including direct and indirect taxes, and particularly sales tax benefits/exemptions, exemption to payment of entertainment tax granted by the Government of Maharashtra., benefit and exemption under the Income Tax Act, 1961, electricity duty benefit, modvat/cenvat benefit and customs duty benefit, central excise registration and exemptions, stamp duty benefit and exemption, export and import incentives and benefits, awards citations or any other benefit/exemption given by Central or State Government belonging to or in the ownership, power or possession or control of the Transferor Company.

2. SHARE CAPITAL

- 2.1 The Authorized Share Capital of the Transferor Company is Rs. 10,00,00,000/- (Rupees Ten Crores Only) divided into 50,00,000 (Fifty Lacs) Equity Shares of Rs. 10/- (Rupees Ten) each and 50,00,000 (Fifty Lacs) 5% Cumulative Redeemable Preference Shares of Rs. 10/- (Rupees Ten) each and Issued, Subscribed And Paid Up Capital is 10,00,00,000/- (Rupees Ten Crores Only) divided into 50,00,000 (Fifty Lacs) Equity Shares of Rs. 10/- (Rupees Ten) each and 50,00,000 (Fifty Lacs) 5% Cumulative Redeemable Preference Shares of Rs. 10/- (Rupees Ten) each fully paid up.
- 2.2 The Authorized Share Capital of the Transferee Company is Rs. 500,000,000/- (Rupees Fifty Crores Only) divided into 3,00,00,000 (Three Crores Equity Shares of Rs. 10/- (Rupees Ten) each and 2,00,00,000 5% Redeemable Preference Shares @ Rs. 10/- (Rupees Ten) each the Issued, Subscribed and Paid up Capital is Rs. 23,01,38,700/- (Rupees Twenty Three Crores One Lac Thirty Eight Thousand Seven Hundred Only) divided into 2,30,13,870 (Two Crores Thirty Lacs Thirteen Thousand Eight Hundred and Seventy only) Equity Shares of Rs. 10/- (Rupees Ten) each fully paid up.

3. TRANSFER OF UNDERTAKING OF THE TRANSFEROR COMPANY

- 3.1 With effect from the Appointed Date, the Undertaking of the Transferor Company shall, pursuant to the provisions contained in Sections 391 to 394 and other applicable provisions of the Act, stand succeeded/transferred to and vest in or be deemed to be succeeded/transferred to and vested in the Transferee Company on a going concern basis without any further act, deed matter or thing (save as provided in Clause 3.2 below) so as to become on the Appointed Date, the assets (subject to encumbrances and charges, if any existing thereon) or liabilities of the Transferee Company. Provided always that the Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility availed of by the Transferor Company and the Transferee Company shall not be obliged to create or provide any further or additional security thereof after the Effective Date or otherwise.

- 3.2 In respect of such of the assets, of the Transferor Company as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same may be so transferred by the Transferor Company without requiring any deed or instrument of conveyance for transfer of the same, and shall become the property of the Transferee Company as an integral part of the Undertaking of the Transferee Company.
- 3.3 In respect of such of the assets belonging to the Transferor Company other than those referred to in sub-clause 3.2 the same shall, as more particularly provided in sub-clause 3.1, without any further act, instrument or deed, stand succeeded and transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 394 of the Act.
- 3.4 Each of the moveable assets (other than those specified in sub-clause 3.2), including sundry debtors, outstanding loans and advances recoverable in cash or in kind or for value to be received and deposits with government, semi-government, local and other authorities and bodies, forming part of the Undertaking, shall, without any further act, instrument or deed be succeeded and transferred to and vested in an and or be deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of the Act and appropriate entries shall be made in the books of accounts of the Transferee Company to record the aforesaid change.
- 3.5 The Transferee Company may inform in such manner as it may deem fit and proper to each debtor or depositor (as the case may be) of the Transferor Company that pursuant to the High Court having sanctioned this Scheme under Sections 391 to 394 of the Act, the said debts, loans and or advances specified in sub-clause 3.4 be paid or made good or held on account of, as the case may be, the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realize the same do stand transferred to the Transferee Company and that appropriate entry should be passed in their respective books to record the aforesaid change.
- 3.6 All debts, liabilities, duties and obligations of every kind, nature and description forming part of the Undertaking of the Transferor Company shall also under the provisions of Sections 391 to 394 of the Act, without any further act, deed or instrument be and stand transferred or deemed to be transferred to, and vested with, the Transferee Company so as to become the debts, liabilities, duties and obligations of the Transferee Company 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 debts, liabilities, duties and obligations arise in order to give effect to the provisions of this clause.
- 3.7 On and from the Appointed Date and subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required, the Reserves, Authorised Share Capital and the application monies, if any, of the Transferor Company will be merged with those of the Transferee Company in the same form as they appear in the financial statements of the Transferor Company.
- 3.8 Upon this Scheme becoming effective, any loans or other obligation due between or amongst the Transferor Company and the Transferee Company, if any, shall stand discharged and there shall be no liability in that behalf.

- 3.9 In the case of any difference in the accounting policy between the Companies, the impact of the same on the arrangement will be quantified and adjusted in the Reserve(s) of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
- 3.10 All cheques and other negotiable instrument, payment orders received in the name of the Transferor Company after the Effective Date shall be accepted by the Bankers of the Transferee Company and credited to the account of the Transferee Company. Similarly, the Bankers of the Transferee Company shall honour cheques issued by the Transferor Company for payment after the Effective Date.
- 3.11 The Transferor Company have inspected, examined and seen the Directors' Report, Audited Balance Sheet and Profit & Loss Account of the Transferee Company for the period ended 31st March, 2008, and also for the previous years and have satisfied themselves about the correctness thereof. The Transferee Company also accepts the correctness of the Accounts of the Transferor Company up to the Appointed Date.

4. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

- 4.1 Subject to the other provisions of the Scheme, all contracts, deeds, agreements, bonds and other instruments of whatsoever nature to which the Transferor Company are party, subsisting or having effect immediately before or after the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company and shall be binding on and be enforceable by and against the Transferee Company as fully and effectually as if it had at all material times been a party thereto.
- 4.2 The Transferee Company shall be entitled to refund and/or set off all amounts paid by either of the Transferor Company or the Transferee Company under the Central Excise Act, 1944 towards excise duty paid on the export sales or disputed amount under appeal if any with the Commissioner (Appeals) upon this scheme becoming effective.
- 4.3 It is expressly clarified that upon the Scheme becoming effective, all taxes payable and any and all refunds of claims receivable by the Transferor Company from the Appointed Date onwards shall be treated as the tax liability or refunds of claims, as the case may be, of the Transferee Company.
- 4.4 The Transferee Company shall be entitled to file/revise its statutory returns and related tax payment certificate and to claim refunds, advance tax credits etc. as may be required consequent to the implementation of the Scheme.
- 4.5 Any contracts between the Transferor Company inter-se and between the Transferor Company with the Transferee Company shall stand adjusted and vest in the Transferee Company upon the sanction of the Scheme and upon the Scheme becoming effective.

5. DATE WHEN SCHEME COMES INTO OPERATION

- 5.1 This Scheme though operative from the Appointed Date, shall be effective from the Effective Date.

6. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY UNTIL THE EFFECTIVE DATE

- 6.1 With effect from the Appointed Date and upto and including the Effective Date, the Transferor Company shall:
- (a) carry on and be deemed to carry on all its business and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company and all the profits accruing to the Transferor Company or losses arising or incurred by them shall for all purposes be treated as the profits or losses of the Transferee Company, as the case may be;
 - (b) carry on its business with reasonable diligence and shall not without the prior written consent of the Transferee Company alienate, charge or, otherwise deal with or dispose off the Transferor Company Undertaking or any part thereof, except in the ordinary course of business;
 - (c) not, without the prior written consent of the Transferee Company, undertake any new business or substantial expansion of its existing business.
- 6.2 The succession/transfer and vesting of the properties and liabilities and the continuance of the proceedings by the Transferee Company and/or the contracts, etc. shall not affect any transaction or proceedings already concluded by the Transferor Company in the ordinary course of business on and after the Appointed Date to the end and intent that the Transferee Company accepts on behalf of itself all acts, deeds and things done lawfully and executed by Transferor Company in the ordinary course of business.

7. ISSUE AND ALLOTMENT OF SHARES BY THE TRANSFEE COMPANY

- 7.1 On the amalgamation of the Transferor Company and Transferee Company, the share capital of the Transferor Company will be extinguished since all the shares of the Transferor Company are held by the Transferee Company as their Holding Company. Since the Transferor Company is a wholly owned subsidiary of the Transferee Company, no shares will be issued by the Transferee Company to the shareholders of the Transferor Company as a result of amalgamation.
- 7.2 Upon the Scheme becoming effective, the Authorised Share Capital of the Transferor Company would add to the Authorised Share Capital of the Transferee Company and the Authorised Share Capital of the Transferee Company would stand increased to that extent.

8. DIVIDEND, PROFITS, RIGHTS AND BONUS SHARES

- 8.1 The Transferor Company shall be entitled to declare and pay dividends, whether interim or final, to its respective shareholders in respect of the financial year and accounting period prior to the Appointed Date. The Transferor Company may declare and pay dividend to its shareholders for any financial year or any period prior to the Effective Date provided that if such dividend is for any period commencing from and after Appointed Date, the Board of Directors of the Transferor Company shall obtain the prior consent of the Board of Directors of the Transferee Company before such recommendation to the members of the Transferor Company. The Transferor Company shall not transfer any amount from the reserves or the amount lying to the credit to the Profit & Loss Account on the Appointed Date for the purpose of the payment, without consent of the Transferee Company.

- 8.2 It is however clarified that the aforesaid provision in respect of declaration of dividend is an enabling provision only and shall not be deemed to confer any right on any member of the Transferor Company to demand or claim any dividend which shall be entirely at the discretion of the Board of Directors of the Transferor Company and the Transferee Company and subject to the provisions of the Act.
- 8.3 The Transferor Company shall not issue or allot after the Appointed Date any right shares, bonus shares or other shares out of its authorized or non-issued Share Capital for the time being without the consent of the Transferee Company.

9. LEGAL PROCEEDINGS

- 9.1 All suits, claims, actions and proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually as the same had been instituted by or pending and/or arising against the Transferee Company.

10. EMPLOYEES OF THE TRANSFEROR COMPANY

- 10.1 All the employees of the Transferor Company who are in the employment on the Effective Date of this Scheme shall as from such date, become the employees of the Transferee Company, on the basis that their services have not been interrupted by the vesting of the Undertaking of the Transferor Company in the Transferee Company under this Scheme and that the terms and conditions of services applicable to them on the Effective Date will not in any way be less favourable to them, than those applicable to them immediately before the Effective Date as aforesaid.
- 10.2 On the Scheme becoming finally effective the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever relating to the administration or operation of or in relation to the obligation to make contribution to the Provident Fund, Gratuity Fund and Pension and or Superannuation Fund or any other Special Fund created or existing for the benefit of staff, workmen and other employees (including former employees) of the Transferor Company in accordance with the provisions of such Funds or Trusts as provided in the respective Trust Deeds. It is the aim and intent of the Scheme that all the rights and duties and powers and obligations of the Transferor Company in relation to such Funds or Trusts shall become those of the Transferee Company.

11. DISSOLUTION WITHOUT WINDING UP

- 11.1 On the Scheme becoming effective the Transferor Company shall be dissolved without going through the process of winding up.

12. APPLICATIONS TO THE HIGH COURT

- 12.1 The Companies shall make applications/petitions under Section 391 and 394 and other applicable provisions of the Act to the Hon'ble High Court of Delhi, for sanction of this Scheme and for dissolution of the Transferor Company without winding up.

13. MODIFICATION OF THE SCHEME

- 13.1 The Board of Directors of the Transferor Company and the Transferee Company in their full and absolute discretion may assent to any modification or amendment to the Scheme which

the High Court of Delhi and/or any other competent authority may deem fit to approve/impose and effect any other modification or amendment which the Boards may consider necessary or desirable and give such direction for settling any question, doubt or difficulty arising under the Scheme or in regard to its implementation or any other matter connected therewith (including any question, doubt or difficulty arising in connection with any deceased or insolvent shareholder of the Transferor Company or the Transferee Company) and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect. In the event that any modification or amendment to the Scheme is unacceptable to the Transferor Company and/or the Transferee Company for any reason whatsoever, the Transferor Company and/or Transferee shall be at liberty to withdraw from the Scheme at any time.

14. SCHEME CONDITIONAL ON APPROVAL AND SANCTION

14.1 The Scheme is conditional upon and subject to:

- (a) the approval of and agreement to the Scheme by the requisite majority in number and value of such classes of persons of the Transferor Company and the Transferee Company as may be directed by the Hon'ble High Court of Delhi, on the application made for directions under Section 391 of the Act for calling/dispensing with meetings and necessary resolution(s) been passed under the Act for the purpose.
- (b) the sanction of the Scheme by the Hon'ble High Court of Delhi under Section 391 and 394 of the Act and necessary order or orders under Section 394 of the Act being obtained.
- (c) such other sanctions and approvals under any law including sanction of any Government Authority as may be required by law in respect of this Scheme being obtained.
- (d) the filing of the necessary certified copies of Order(s) of the Hon'ble High Court of Delhi, sanctioning the Scheme, with the Registrar of Companies, Delhi.

15. EFFECT OF NON-RECEIPT OF APPROVAL AND SANCTIONS

15.1 The Board of Directors of the Transferor Company and the Transferee Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to either of them.

15.2 In case the Scheme is not sanctioned by the Hon'ble High Court of Delhi, for any reason whatsoever or for any other reasons, the Scheme cannot be implemented, the Scheme will become null and void and be of no effect and in that event no rights and/or liabilities shall accrue to or be incurred inter-se by the Transferor Company and the Transferee Company and the parties shall bear and pay their respective costs and expenses incurred in connection with or relating to the Scheme or pursuant thereto.

15.3 Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, sales tax deferment, incentives, concessions and authorizations, shall stand vested and permitted or continued by the order of sanction of the Hon'ble Court of Delhi, the Transferee Company shall file the Scheme, for the record of the statutory authorities who shall take it on file, pursuant to the sanction of order of the above named Hon'ble High Court.

16. SETTLEMENT OF DIFFERENCE OR ISSUE THROUGH ARBITRATION

16.1 If any doubt or difference or issue arise between the parties hereto or any of their shareholders, creditors, employees and any other as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability vested under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to arbitration of a sole arbitrator appointed by the consent of both the parties and law of arbitration, as in force shall apply.

17. COSTS AND EXPENSES

17.1 All costs, charges and expenses of the Transferor Company and of the Transferee Company in relation to or in connection with the Scheme shall be borne by the Transferee Company.

For **SUNRISE INFOTAINMENT PRIVATE LIMITED**

Sd/-
Director/Authorised Signatory

For **PVR LIMITED**

Sd/-
Director/Authorised Signatory

SCHEDULE OF PROPERTIES - SUNRISE INFOTAINMENT PVT. LTD.**PART-I****(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)****SUNRISE INFOTAINMENT PRIVATE LIMITED-TRANSFEROR COMPANY**

S. No.	Situation/ Location	Area K - M	Khasra/Taluka No.
1	NIL		

PART-II**(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)****SUNRISE INFOTAINMENT PRIVATE LIMITED-TRANSFEROR COMPANY**

S. No.	Situation/ Location	Area Square Feet	Khasra/Taluka No.
1	Multiplex Cinema, 3rd Floor, Oberoi Mall,	55,092	Village Dindoshi, Goregaon, Taluka Barivali, District Mumbai Suburban

PART-III**(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND
OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)****SUNRISE INFOTAINMENT PRIVATE LIMITED-TRANSFEROR COMPANY**

S. No.	Particulars
	NIL

Dated this the 25th September, 2009.
(By order of the Court)

Sd/-
Deputy Registrar (Co)
For Registrar General

IN THE HIGH COURT OF DELHI AT NEW DELHI
ORIGINAL JURISDICTION
COMPANY PETITION 25 OF 2010
CONNECTED WITH
COMPANY APPLICATION (M) NO. 72 OF 2010
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF A PETITION UNDER SECTION 391-394 OF
THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
OF
LEISURE WORLD PRIVATE LIMITED
Transferor / Petitioner Company
WITH
PVR LIMITED
Transferee / Petitioner Company
PVR LIMITED AND ANOTHER
.....PETITIONERS

MEMO OF PARTIES

LEISURE WORLD PRIVATE LIMITED

HAVING ITS REGISTERED OFFICE AT 61, Basant Lok, Vasant Vihar New Delhi-110057.

TRANSFEROR / PETITIONER COMPANY

PVR LIMITED

HAVING ITS REGISTERED OFFICE AT 61, Basant Lok, Vasant Vihar, New Delhi-110057.

TRANSFEEE / PETITIONER COMPANY

ADVOCATES FOR THE PETITIONERS

SD/-

DEEPAK DIWAN / SUMIT GARG / ADARIKA BANERJEE

(9810517022 / 9818697266 / 9810006468]

261, FOREST LANE,

BEHIND COUNTRY CLUB,

SAINIK FARMS

NEW DELHI-110068

Date : 31st May, 2010

Place : New Delhi

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
OF
COMPANY PETITION NO. 251/2010
CONNECTED WITH
COMPANY APPLICATION (M) NO. 72/2010

IN THE MATTER OF M/s Leisure World Pvt. Ltd.
having its Regd. Office at:
61, Basant Lok, Vasant Vihar,
New Delhi-110057

...Petitioner/Transferor Company

WITH

IN THE MATTER OF M/s PVR Ltd.
having its Regd. Office at:
61, Basant Lok, Vasant Vihar,
New Delhi-110057

...Petitioner/Transferee Company

**BEFORE HON'BLE MR. JUSTICE SUDERSHAN KUMAR MISRA DATED THIS THE 19th DAY
OF AUGUST, 2010**

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition came up for hearing on 19/08/2010 for sanction of Scheme of Amalgamation proposed to be made of M/s Leisure World Pvt. Ltd. (hereinafter referred to as Transferor Company) with M/s PVR Ltd. (hereinafter referred to as Transferee Company). The Court examined the petition; 'the order dated 30/04/2010, passed in CA(M) 72/2010, whereby the requirement of convening and holding the meetings of the Equity Shareholders and Secured Creditors of the Transferor Company as also the Secured and Unsecured Creditors of the Transferee Company was dispensed with; and the meeting of the Equity Shareholders of the Transferee Company was ordered to be convened for the purpose of considering and if thought fit approving with or without modification, the Scheme of Amalgamation annexed to the affidavit of Sh. N. C. Gupta, Director of the Petitioner Companies, filed on 15th day of April, 2010; there being no Unsecured Creditors of the Transferor Company and the publication in the newspapers namely Statesman (English) and Veer Arjun (Hindi) both dated 05/05/2010 containing the notice of the Petition; the affidavit of Sh. Yogesh Jagia, Chairperson, filed on 17/05/2010 showing the publication and despatch of the notices convening the said meeting and also the report of the Chairperson as to the result of the said meeting.

The Court also examined the affidavits dated 26/07/2010 of Dr. Navrang Saini, Regional Director, Northern Region, Ministry of Corporate Affairs, Noida on behalf of Central Government submitting that the exchange ratio has been determined by M/s Pricewaterhouse Coopers, Chartered Accountants, who have recommended the share ratio as 171 equity shares of Rs.10/- each of the Transferee Company for 100 equity shares of Rs.10/- each of the Transferor Company, whereas, the Board of Directors of both the companies have pruned the same to 152 equity shares of Rs.10/- each of the Transferee Company for 100 equity shares of Rs.10/- each of the Transferor Company. In response thereto, the petitioner companies in the affidavits dated 5th August, 2010 submitted that although M/s Pricewaterhouse Coopers have recommended the share exchange ratio of 171:100, the Board of Directors of the Transferee Company in their meeting held on 12.04.2010 have reduced the swap ratio to 152:100 in the interest of the Shareholders of the Transferee Company. It was further submitted that this decision was taken predominantly by the independent directors and Mr. Ajay Bijli and Mr. Sanjeev Kumar, being interested, did not participate in the meeting. It was further submitted that by reducing the swap ratio Mr. Ajay Bijli, the promoter of the Transferor Company and his family members are entitled to 14,60,112 equity shares in place of 16,42,112 thereby in totality they waived off 1,82,514 shares, which will benefit the public shareholders of the Transferee Company, in view thereof and the fact that the Shareholders of the Transferor .and Transferee Companies have duly approved the Scheme of Amalgamation and no objection has been raised by them regarding the share exchange ratio, the Court rejected the objection raised by the Regional Director.

The Regional Director further submitted that the shares of the Transferee Company are listed with the Bombay Stock Exchange and the National Stock Exchange. It was further submitted that the Bombay Stock Exchange vide letter dated 30.04.2010 has given its 'No Objection' with the condition that "the company shall lock-in 25% of the new equity shares to be issued to the Shareholders of the Transferor Company for a period of three years from the date of listing of new equity shares at BSE." The Regional Director prayed that the Transferee Company may be advised to comply with the conditions raised by the Bombay Stock Exchange. In response thereto, the petitioner companies in the affidavits dated 5th August, 2010 submitted that the statement made by the Regional Director in Para 5 of his report pertains to some other company as it has mentioned that the Transferee Company has undertaken to lock-in 25% of new equity shares to be issued to the Shareholders of Standard Electrical Limited, which is not a party in this case. However, it has been further submitted that the Transferee Company vide letter dated 29th April, 2010 has already undertaken, in terms of Clause 24(h) of the Listing Agreement, to lock-in 25% of the new equity shares to be issued to the Shareholders of the Transferor Company for a period of 3 years from the date of listing at the Bombay Stock Exchange and a copy of the same is also placed on record at page-90 of the paper book. In view thereof, the Court observed that the objection raised by the Regional Director did not survive.

The Regional Director further submitted that on perusal of the Chairman's report of the meeting of the Shareholders of the Transferee Company, it was observed that out of 21,075 Shareholders, only 90 Shareholders entitled together to Rs.17,02,29,770/- attended the meeting, thus, major Shareholders have not attended the meeting. It has been further submitted that out of 90 Shareholders, only 70 Shareholders casted their votes out of which 67 Shareholders entitled together to Rs.16,20,98,790/- voted in favour of the Scheme and votes of remaining 3 Shareholders were declared invalid by the chairman. In response thereto, the petitioner companies in the affidavits dated 5th August, 2010 submitted that the quorum for the meeting of the Shareholders of the Transferee Company was fixed by this court at 600 in number and more than 15% in value of the

total equity share capital but it was further directed that in case the quorum was not present at the meeting, the meeting shall be adjourned by half an hour and thereafter the persons present and voting shall be deemed to constitute the quorum. It was further submitted that in the present case, only 90 Shareholders attended the meeting and therefore, the meeting was adjourned for half an hour. In the adjourned meeting also only 90 Shareholders attended the meeting out of which 70 Shareholders have casted their votes. Further, 67 Shareholders entitled together to a sum of Rs.16,20,98,790/- voted in favour of the Scheme, which constitute more than 70% of the total paid up equity share capital of the Transferee Company and the votes of remaining 3 Shareholders have been declared invalid by the chairperson. It was further submitted that the Scheme has been approved unanimously by the Equity Shareholders present and voting in the Scheme. In view thereof, the Court rejected the objection raised by the Regional Director.

Upon hearing Mr. Deepak Diwan with Mr. Sumit Garg and Ms. Adarika Banerjee, Advocates for the Petitioners, Mr. Mukul Talwar for the Official Liquidator and Mr. V. K. Gupta, Dy. Registrar of Companies in person; and in view of the approval of the Scheme of Amalgamation without any modification; by the Equity Shareholders and Secured Creditors of the Transferor Company also Secured and Unsecured Creditors of the Transferee Company; and in view of the affidavit of Sh. S. B. Gautam, Official Liquidator filed on 06/08/2010 stating therein that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its Members or Creditors or to public interest; and there being no investigation proceedings pending in relation to the Transferee Company under Section 235 to 251 of the Companies Act, 1956,

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION set forth in Schedule-1 annexed hereto and Doth hereby declare the same to be binding on ail the Shareholders & Creditors of the Transferor and Transferee Companies and all concerned and doth approve the said Scheme of Amalgamation with effect from the appointed date i.e. 01/04/2010.

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Company specified in first, second and third parts of Schedule-11 hereto and ail other property, right and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and
2. That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
3. That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
4. That the Transferee Company do without further application allot to such members of the Transferor Company as have not given such notice of dissent as is required by Clause 6.1 given in the Scheme of Amalgamation herein the shares in the Transferee Company to which they are entitled under the said Amalgamation; and

5. That the Transferor Company do within five weeks after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without undergoing the process of winding up and the Concerned Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly; and
6. It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty that is payable in accordance with law; and
7. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

SCHEME OF AMALGAMATION
OF
LEISURE WORLD PRIVATE LIMITED
WITH
PVR LIMITED

[Under Section 391 to Section 394 of the Companies Act, 1956 in respect of the amalgamation of Leisure World Private Limited With PVR Limited]

PREAMBLE:

1. **WHEREAS PVR Limited** (hereinafter referred to as "**PVR**") is a Public Limited Company within the meaning of the Companies Act, 1956 and .is a listed Company engaged in the business of cinema exhibition.
2. **AND WHEREAS Leisure World Private Limited** (hereinafter referred to as "**LEISURE**") is a company within the meaning of the Companies Act 1956 and owns "PVR Anupam Multiplex" property at a strategic location in South Delhi which is leased out to PVR and contributes significantly to the turnover and profits of PVR.
3. **AND WHEREAS PVR** is one of the leading players in the entertainment industry operating several multiplex cinemas and allied businesses all over the country.
4. **AND WHEREAS LEISURE** owns "PVR Anupam Multiplex" property which is an iconic property and is located in one of the most high profile demographic catchment of the city. PVR started its journey in 1997 from "PVR Anupam Multiplex" which is also the First Multiplex in the country. Since "PVR Anupam Multiplex" contributes significantly to the bottom line of PVR and attracts large numbers of footfalls therefore merger of Leisure with PVR will enhance the value of PVR and its stakeholders.
5. **AND WHEREAS** two directors of both PVR and LEISURE are common.
6. **AND WHEREAS** the management of **PVR** and **LEISURE** considered it appropriate and prudent to amalgamate these two companies so as to form a single entity. The benefit expected from the Scheme of Amalgamation is to create a single business entity which will in turn help them:
 - a) to manage their businesses more efficiently and effectively;
 - b) for better co-ordination of the business activities;
 - c) to utilize their resources optimally;
 - d) to avail of additional resources for expansion and new projects;
 - e) to better negotiate the lending terms and conditions with the banks, financial institutions, etc.; and
 - f) to derive the benefit of synergies.

- g) to save on the cost of lease rentals and other expenses.
 - h) To retain the iconic & India's First Multiplex property in the company.
7. **AND WHEREAS** in order to further consolidate and strengthen the business activity of PVR viz. business of cinema exhibition which is a promising business sector, it is proposed that LEISURE be merged with PVR, thereby strengthening PVR.
 8. **AND WHEREAS PVR** is a Company incorporated under the Companies Act, 1956 having its registered office at 61, Basement Lok, Vasant Vihar, New Delhi-110057.
 9. **AND WHEREAS LEISURE** is a Company incorporated under the Companies Act, 1956 having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi-110057.
 10. The Registered Office of **PVR** and **LEISURE** falls within the territorial jurisdiction of Hon'ble High Court of Delhi at New Delhi,
 11. The present Scheme of Amalgamation is for the amalgamation of **LEISURE with PVR ("Scheme")**.
 12. Under the Scheme it is proposed to merge **LEISURE with PVR** in terms of Section 391 to 394 of the Companies Act, 1956 with the sanction of the Hon'ble High Court of Delhi at New Delhi.

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- 1.1 **"Act"** means, the Companies Act, 1956 or any statutory modifications or re-enactments thereof for the time being in force.
- 1.2 **"Appointed Date"** means 1st April, 2010.
- 1.3 **"Effective Date"** means the date on which the last of the approvals or sanctions specified in the Scheme shall have been obtained and certified copies of the order of the Court (Hon'ble High Court of Delhi at New Delhi have been filed with the Registrar of Companies of NCT of Delhi and Haryana by PVR and LEISURE,
- 1.4 **"Transferor Company"** means Leisure World Private Limited ("LEISURE") a Company incorporated under the Act and having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi-110057.
- 1.6 **"Transferee Company"** means **PVR Limited ("PVR")**, a Company incorporated under the Act and having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi-110057.
- 1.8 **"Board"** means the Board of Directors of PVR and LEISURE as the context may require.
- 1.9 **"High of Court(s)"** means:
 - 1.9.1 Court of Delhi at New Delhi; or

1.9.2. The, National Company Law Tribunal or any other relevant authority empowered to approve the Scheme.

1.10 **"Record Date"** means the date to be fixed by the Board of Directors; of the Transferee Company (PVR), after the scheme effective, for the purpose of ascertaining the of the Transferor Company (Leisure) to be entitled, to receive shares of the Transferee Company (PVR) consequent to the Scheme.

1.11 **"Scheme"** means this Scheme of Amalgamation in its present form or with, modification(s) approved or imposed or directed by the Hon'ble High Court of Delhi at New Delhi.

1.12 Words denoting the singular shall include the plural and vice versa.

2. SHARE CAPITAL AS ON 31st MARCH, 2009:

The Authorized, issued, Subscribed and paid up Share Capital of the Transferor Companies and Transferee Company are as under:

APPLICANT COMPANIES	AUTHORIZED SHARE CAPITAL (in Rs.)	ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL (in Rs.)
LEISURE WORLD PRIVATE LIMITED ("LEISURE")	The Authorised Share Capital is Rs. 1,00,00,000/- (Rupees One Crore Only) divided into 10,00,000 (Ten Lacs) Equity Shares of Rs. 10/- (Rupees Ten) each.	The Issued, Subscribed and Paid up Capital is Rs. 96,06,000/- (Rupees Ninety Six Lacs and Six Thousand Only) divided into 9,60,600 (Nine Lacs Sixty Thousand and Six Hundred) Equity Shares of Rs. 10/- (Rupees Ten) each fully paid.
PVR LIMITED ("PVR")	The Authorized Shares Capital is Rs. 50,00,00,000/- (Rupees Fifty Crores Only) divided into 3,00,00,000 (Three Crores) Equity Shares of Rs. 10/- each and 2,00,00,000 (Two Crores) preference Shares of Rs. 10/- (Rupees Ten) each.	The Issued, Subscribed and Paid up Capital is Rs. 230,138,700/- (Rupees Twenty Three Crores One Lac Thirty Eight Thousand Seven Hundred only) divided into 23,013,870 (two Crores Thirty Lacs Thirteen Thousand Eight Hundred and Seventy) Equity Shares of Rs. 10/- (Rupees Ten) each fully paid.

3. TRANSFER OF BUSINESS AND UNDERTAKING OF THE TRANSFEROR COMPANY

3.1 With effect from the Appointed Date, and subject to the provisions of the Scheme, including in relation to the mode of transfer of vesting, the entire business and undertaking of the Transferor Company including all movable and, immovable properties, tangible and intangible properties, assets, buildings, offices, investments of all kinds, lease and hire purchase contracts, licensing arrangements, lending contracts, benefits of any security arrangements, reversions,

powers, authorities, allotments approvals, consents, licenses, registrations, contracts, agreements, arrangements, engagements of all kind, rights titles; interests, benefits, easements, brands and privileges, if any, of whatsoever nature and wherever situated belonging to or in the ownership, power or possession and in the control vested in or granted in favour of or enjoyed by the Transferor Company, including but without being limited to ineffectual property rights of any nature whatsoever, also authorizations, rights to use telephones, simile connections and installations, utilities, and other services, reserves, provisions, funds, benefits of all agreements and all other interests (hereinafter referred to as " said Assets") shall be transferred to and stand vested in, and or be deemed to be transferred and to stand vested in the Transferee Company as a going concern pursuant to the provisions of section 391 read with 394 of the said Act and all other applicable provisions of the Act so as to become on and the Appointed Date, the estate, assets, rights, title and interests of the Transferee Company.

- 3.2 Without prejudice to Clause 3.1 above, after the Scheme becomes effective, in respect of such of the said Assets of the Transferor Company as are movable in nature, or incorporated property, or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same may be so transferred to the Transferee Company and shall upon such transfer become the property and an integral part of the Transferee Company. In respect of such of the said Assets other than those referred hereinabove, the same shall, without any further act, instruments or deed, be transferred and vested in and / or be deemed to be transferred to and vested in the Transferee Company pursuant to an order being made thereof under Section 394 of the Act.
- 3.3 With effect from the Appointed Date and upon the Scheme becoming effective, the land, with the building standing thereon, if any, held by Transferor Company, and any documents of title or rights and easements in relation thereto shall be vested in and transferred to and or be deemed to have been transferred to and vested in the Transferee Company and shall belong to the Transferee Company.
- 3.4 With effect from the Effective date, the Transferee Company shall be liable for approval, permission, and change in land use, EDC, IDC charges, taxes or any other charge and/or taxes in relation to properties subject to such charges / taxes, if any. The Mutation/ Transfer of title of the immovable properties shall be made and duly recorded by the Tehsildar/ Appropriate Authorities, as the case may be, pursuant to the sanction of the Scheme and upon the Scheme becoming effective in accordance with terms hereof in favour of the Transferee Company.
- 3.5 (a) Notwithstanding the generality of clause above, with effect from the Appointed Date and upon the Scheme become effective all the licenses, permits, quotas, approvals, sanction, permissions, incentive, sales tax deferrals, loans, subsidies, concessions, grants, rights, claim, lease, tenancy rights, liberties, and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued, which may accrue to the Transferor Company shall, pursuant to the provisions of Section 394(2) of the Act, without any further act, instruments or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date the licenses, permits, quotas, sanctions, approvals, permissions, incentives, sales tax deferrals, loans,

subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, and other benefits valid, effective and enforceable on the same terms and conditions and shall be appropriately mutated or endorsed by the authorities concerned therewith in favour of the Transferee Company

- (b) The tax deducted at source (TDS)/advance tax paid by / the Transferor Company under the provisions of the Income Tax Act, 1961, or any other statute in respect of income of the Transferor Company assessable for the period commencing from Appointed date shall be deemed to be the tax deducted from / advance tax paid by the Transferee Company and credit for such TDS / advance tax shall be allowed to the Transferee Company notwithstanding that certificates or challans for TDS / advance tax are in the name of the Transferor Company and not in the name of the Transferee Company.
 - (c) The income tax, if any, paid by the Transferor Company on or after the Appointed Date, in respect of income assessable from that date, shall be deemed to have been paid by or for the benefit of the Transferee Company. The Transferee Company shall, after the Effective date, be entitled to file the relevant return with the authorities concerned for the period after the Appointed Date notwithstanding that the period for filing such return may have elapsed. Further Transferee Company shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by the Transferor Company for any year, if so necessitated or consequent to this Scheme; notwithstanding that the time prescribed for such revision may have elapsed.
 - (d) Similarly, any other taxes including but not limited to service tax, fringe benefit tax, banking cash transaction tax, value added tax, sales tax, entertainment tax paid by the Transferor Company on or after the Appointed Date, in respect of the period after such date shall be deemed to have been paid by or for the benefit of the Transferee Company. The Transferee Company shall after the Effective Date, be entitled to file the relevant returns with the authorities concerned for the period after the Appointed Date, notwithstanding that the time prescribed for filing such return may have elapsed. Further the Transferee Company shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by the Transferor Company for any year, if so necessitated or consequent to this Scheme notwithstanding that the time prescribed for such revision may have elapsed.
 - (e) Without prejudice to generality of die aforesaid, any concessional or statutory forms under the laws of the Central or State Sales Tax or Value Added Tax (VAT), or local levies issued or received by the Transferor Company, if any, in respect of period commencing from the Appointed Date shall be deemed to be issued or received in the name of the Transferee Company and benefit of such forms shall be allowable to the Transferee Company in the same manner and to the same extent as would have been available to the Transferor Company.
- 3.6 Since each of the permissions, approval, consents, sanctions, remissions, special reservations, incentives, concessions and other authorization of the. Transferor Company shall stand transferred by the order of the Hon'ble Court to the Transferee Company, the Transferee Company shall file the relevant intimations, for the' record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning court,

- 3.7 On the coming into effect of the Scheme:
- a. All motor vehicles of any nature whatsoever comprised in or relating to the Transferor Company as the case may be shall vest in the Transferee Company and appropriate Governmental and Registration Authorities shall mutate and register the said vehicles in the name of Transferee Company as if the vehicles had 'originally been registered in the name of Transferee Company.
 - b. All patents, trademarks, copyrights, if any, registered with the authorities concerned or applications submitted at any time on or before the Effective Date by the Transferor Company shall stand transferred and vested along with the undertaking in the name of the Transferee Company without any further act or deed- The Transferee Company, however, shall after the Scheme becoming effective file the relevant intimation with the concerned statutory authority(ies) who shall take them on record pursuant to vesting orders of the sanctioning authority.
- 3.8 With effect from the Effective Date and until such time the names of the bank accounts of the Transferor Company will be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in its name, in so far as may be necessary,
- 3.9 The Transferee Company, at any time after the coming into effect of this Scheme, may execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the transferor Company to carry out or perform all such formalities or compliance, referred to above on the part of the Transferor Company to be carried out or performed.
- 3.10 Upon the coming into effect of the Scheme and with effect from the Appointed Date:
- (a) All secured and unsecured debts, liabilities including contingent liabilities, whether disclosed or undisclosed, duties, taxes, obligation of the Transferor Company along with any charges, encumbrances, lien or security thereon (hereinafter referred to as the "said Liabilities") shall also be vested or to be deemed to be and stand vested, without any further act, instruments or deed, to the Transferee Company, pursuant to the provisions of the Section 394 of the said Act so as to become the debts, liabilities, duties and obligations of the Transferee Company, and further that-it shall not be necessary to obtain consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause. It is clarified that in so far as the said Assets of the Transferor Company are concerned, the security or charge over said Assets or any part thereof, relating to any loans, debentures or borrowing of the Transferor Company, shall, without any further act or deed continue to relate to such Assets or any part thereof, after the Effective Date and shall not relate to or be available as security in relation to any or any part the assets of the Transferee Company, save to the extent warranted by the terms

of the existing security arrangements to which the Transferor Company and the Transferee Company are party and consistent with the joint obligations assumed by them such arrangement.

- (b) With effect from the Appointed Date and upon the Scheme becoming effective, the Transferee Company shall take all steps reasonably necessary to enter into new or amended loan or security arrangements or instruments and the likes as may be necessary with the creditors, such that the Transferee Company shall assume the sole responsibility for the repayment of borrowing allocated to it under the Scheme.
 - (c) All debentures, bonds, notes or other securities, other than equity share capital, issued by the Transferor Company, if any, either before the Appointed Date until the Effective Date (hereinafter referred to as Transferor's Securities) shall without any further act, instruments or deed becomes securities of the Transferee Company and all rights, powers, duties and obligations in relation thereto shall be and stand vested in and shall be exercised by or against the Transferee Company as if it were the Transferor Companies in respect of the Transferors' Securities so transferred.
- 3.11 Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective
- 3.12 Upon the Scheme becoming effective, any loans or other obligations due between or amongst the Transferor Company and the Transferee Company, if any, shall stand discharged and there shall be no liability in that behalf.
- 3.13 All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company in relation to or in connection with the undertaking after the Appointed date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for an 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, pursuant to the provisions of the Section 394(2) of the Act, without any further act, instruments or deed be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company.
- 3.14 Upon coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, licenses and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date,, shall be 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 Company, the Transferee Company had been a party or beneficiary or oblige thereto. The Transferee Company shall, wherever necessary, enter into and or issue and/or execute deeds, writings or confirmations,

enter into any tripartite arrangements, confirmations or provisions to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this clause.

- 3.15 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangements to which the Transferor Company is a party or any writings as may be necessary to executed order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or companies required for the purposes referred to above on the part of the Transferor Company.
- 3.16 The Transferor Company have inspected, examined and seen the Directors' Report, Audited Balance Sheet and Profit & Loss Account of the Transferee Company for the period ended 31st March, 2009 and also for the previous years and has satisfied itself about the correctness thereof. The Transferee Company also accepts the correctness of the provisional Accounts of the Transferor Company up to the Appointed Date.
- 3.17 Without affecting the generality of above provisions, the Transferee Company shall account for amalgamation or merger in its books as specified hereunder:
- (a) All the Assets and Liabilities recorded in the books of the Transferor Company shall stand transferred to and shall be vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at the fair values.
 - (b) Further, in case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact on account of change in the accounting policy to achieve uniformity on account of amalgamation will be quantified and be adjusted according to all applicable Accounting Standards as notified under Section 211 (3)(c) of Companies Act, 1956 to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistency in the accounting policy.
 - (c) The excess, if any, of the aggregate value of the said Assets reduced by the aggregate value of the said Liabilities, balance in the Profit and Loss Account and reserves of the Transferor Company after adjustments of inter-se loan and investments, if any, pursuant to the Scheme, recorded by the Transferee Company upon their transfer to and vesting in the Transferee Company under, the Scheme shall be credited to an "Amalgamation Reserve Account/Capital Reserve Account forming part of the net worth of the Transferee Company. However in case of reverse situation, after recording the necessary entries as envisaged in para (a) to (d) hereinabove, the difference shall be treated as Goodwill of the transferee company and to be amortized as per AS-14 i.e. as above.

4. DATE WHEN SCHEME COMES INTO OPERATION

This Scheme though operative from the Appointed Date, shall be effective from the Effective Date.

5. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY UNTIL THE EFFECTIVE DATE

- a. With effect from the Appointed date up to and including the Effective Date:
 - (i) the, Transferor Company shall carry on and shall be deemed to have carried on all its business activities and shall hold and stand possessed of and shall be deemed to have held and stood possessed of all the said Assets for and on account of, and in trust for, the Transferee Company;
 - (ii) The Transferor Company shall carry on its business and activities with reasonable diligence and business prudence.
- b. All profits or incomes accruing or arising to the Transferor or expenditures, or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company on and after the Appointed Date
- c. shall, for all purpose, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses of the Transferee Company, as the case may be.

6. ISSUE AND ALLOTMENT OF SHARES BY THE TRANSFEE COMPANY

- 6.1 The Transferee Company (PVR) shall issue and allot 152 equity shares of Rs, 10/- each fully paid up of PVR Limited for every 100 equity share of Rs. 10/- each fully paid up of Leisure World Private Limited to the shareholders of Leisure World Private Limited as on the Record Date as may be fixed by the Board of Directors of the Transferee Company (PVR) which should be within two months from the Effective Date or the prescribed period as may be fixed in consultation with the Stock Exchanges.
- 6.2 In case any member's shareholding in the Transferor Company (Leisure) is such that such member becomes entitled to a fraction of one share of the Transferee Company (PVR) on such consolidation as mentioned in forgoing provisions of this Scheme, such fraction shall be rounded off to nearest one.
- 6.3 The Equity Shares so allotted by PVR to the shareholders of the Transferor Company (LEISURE) will in all respects rank pari-passu with the existing equity shares of the PVR for dividend, voting and other rights.
- 6.4 The shares or the share certificates of the Transferor Company in relation to the shares held by its Members shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect on and from the Record Date.
- 6.5 All equity shares allotted by PVR to shareholders of Transferor Company in Dernet form shall be listed for trading on The Bombay Stock Exchange Limited (BSE) and The National Stock Exchange of India Limited (NSE).
- 6.6 Upon the Scheme becoming effective, the Authorised Share Capital of the Transferor Company would add to the Authorised Share Capital of the Transferee Company and the' Authorised Share Capital of the Transferee Company would stand increased to that extent without any further action or deed, or the payment of any stamp duty / Registrar of Companies' fees and

without compliance of the provisions of Section 94, 95 and 97 or any other applicable provision of the Companies Act 1956. Consequently, Clause V of the Memorandum of Association of the Transferee Company shall without any further action or deed stand altered, modified and amended accordingly without compliance of any provisions of the Companies Act, 1956. The present authorized capital of the Transferor Company shall be merged with the authorized capital of PVR without any further action or deed and PVR will, if necessary further increase its Authorised Share Capital to facilitate the issue and allotment of its shares to the Transferor Company as provided hereinbefore.

- 6.7 In case, the equity shares are being held by the Transferee Company in the Paid up Share Capital of the Transferor Company and vice-versa, the same shall effectively stand cancelled on the Effective Date. 6.8 In case, the equity shares of the Transferor Company are being held by the Transferee Company in the Paid up Share Capital of the Transferor Company and vice-versa, the same shall effectively stand cancelled on the Effective Date.

7. DIVIDEND, PROFITS, RIGHTS AND BONUS SHARES

- 7.1 The Transferor Company shall be entitled to declare and pay dividends, whether interim or final, to its respective shareholders in respect of the financial year and accounting period prior to the Appointed Date. The Transferor Company may declare and pay dividend to its shareholders respectively, for any financial year or any period prior to the Effective Date provided that if such dividend is for any period commencing from and after Appointed Date, the Board of Directors of the Transferor Company shall obtain the prior consent of the Board of Directors of the Transferee Company before such recommendation to the members of the Transferor Company. The Transferor Company shall not transfer any amount from the reserves or the amount lying to the credit to the Profit Loss Account on the Appointed Date for the purpose of the payment, without consent of the Transferee Company
- 7.2 It is however clarified that the aforesaid provision in respect of declaration of dividend is an enabling provision only and shall not be deemed to confer any right on any member of the Transferor Company to demand or claim any dividend which shall be entirely at the discretion of the Board of Directors of the Transferor Company and the Transferee Company and subject to the provisions of the Act.
- 7.3 The Transferor Company shall not issue or allot after the Appointed Date any right shares, bonus shares or other shares out of its authorized or non-issued Share Capital for the time being without the consent of the Transferee Company.

8. LEGAL PROCEEDINGS

- a. Upon the coming into effect of this Scheme, all suits, actions and legal proceedings, if any, by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually as if the same had been pending and / or arising by or against the Transferee Company.
- b. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in sub-clause (a) above transferred

to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

9. EMPLOYEES OF THE TRANSFEROR COMPANY

- 9.1 All the employees of the Transferor Company who are in the employment on the Effective Date of this Scheme shall as from such date, become the employees of the Transferee Company, on the basis that their services have not been interrupted by the vesting of the Undertaking of the Transferor Company in the Transferee Company under this Scheme and that the terms and conditions of services applicable to them on the Effective Date will not in any way be less favourable to them, than those applicable to them immediately before the Effective Date as aforesaid,
- 9.2 On the Scheme becoming finally effective the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever relating to the administration or operation of or in relation to the obligation to make contribution to the Provident Fund, Gratuity Fund and Pension and or Superannuation Fund or any other Special Fund created or existing for the benefit of staff, workmen and other employees (including former employees) of the Transferor Company in accordance with the provisions of such Funds or Trusts as provided in the respective Trust Deeds. It is the aim and intent of the Scheme that all the rights and duties and powers and obligations of the Transferor Company in relation to such Funds or Trusts shall become those of the Transferee
- 9.3 The Transferee Company will file the relevant intimation to the authorities concerned who shall take the same in record and endorse the name of Transferee Company for the Transferor Company.

10. COMPLIANCE WITH SECTION 211 OF THE COMPANIES ACT, 1956

The implementation of the Scheme shall comply with the provisions-of Section 211 of the Companies Act 1956 and the rules, guidelines, regulations, if any, made thereunder and for the time being in force.

11. DISSOLUTION WITHOUT WINDING UP

On the Scheme becoming effective the Transferor Company shall dissolved without going through the process of the other provisions of this order, as from the

- a) The Transferor Company shall be dissolved without with up person shall make, assert or take any claims, demands or proceeding against a director or officer,, thereof in his capacity as such director or officer except so far be necessary for enforcing the provisions of this order or in accordance with law, and
- b) The Transfer of every shareholder of the dissolved company to or., ins- respect of any share in the dissolved company shall extinguished and thereafter no such shareholder shall make, assert or take any claim, demands or proceedings in respect of any such share.

12. APPLICATIONS TO THE HIGH COURT

The Companies shall make applications / petitions under Sections 391 to 394 and other applicable provisions of the Act to the Hon'ble High Court of Delhi for sanction of this Scheme and for dissolution of the Transferor Company without winding up.

13. MODIFICATION OF THE SCHEME

The Board of Directors of the Transferor Company and the Transferee Company in their full and absolute discretion may assent to any modification or amendment to the Scheme which the High Court of Delhi at New Delhi and / or any other competent authority as may deem fit to approve / impose and effect any other modification or amendment which the Boards may consider necessary or desirable and give such direction for settling any question, doubt or difficulty arising under the Scheme or in regard to its implementation or any other matter connected therewith (including any question, doubt or difficulty arising in connection with any deceased or insolvent shareholder of the Transferor Company or the Transferee Company) and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect. In the event that any modification or amendment to the Scheme is unacceptable to the Transferor Company and/or the Transferee Company for any reason whatsoever, the Transferor Company and / or Transferee Company shall be at liberty to withdraw from the Scheme at any time.

14. SCHEME CONDITIONAL ON APPROVAL AND SANCTION

The Scheme is conditional upon and subject to:

- (a) the approval of and agreement to the Scheme by the requisite majority in number and value of such classes of persons of the Transferor Company and the Transferee Company as may be directed by the Hon'ble High Court of Delhi at New Delhi, on the application made for directions under Section 391 of the Act for calling / dispensing with meetings and necessary resolution) been passed under the Act for the purpose.
- (b) the sanction of the Scheme by the Hon'ble High Court of Delhi at New Delhi under Section 391 and 394 of the Act and necessary order or orders under Section 394 of the Act are being obtained.
- (c) such other sanctions and approvals under any law including sanction of any Government Authority as may be required by law in respect of this Scheme being obtained.
- (d) the filing of the necessary certified copies of Order(s) of the Hon'ble High Court of Delhi at New Delhi sanctioning the Scheme, with the Registrar of Companies, NCT of Delhi and Haryana.

15. EFFECT OF NON-RECEIPT OF APPROVAL AND SANCTIONS

- 15.1 The Board of Directors of the Transferor Company and the Transferee Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to either of them.

- 15.2 In case the Scheme is not sanctioned by the Hon'ble High Court of Delhi, for any reason whatsoever or for any other reasons, the Scheme cannot be implemented, the Scheme will become null and void and be of no effect and in that event no rights and / or liabilities shall accrue to or be incurred interest by the Transferor Company and the Transferee Company and the parties shall bear and pay their respective costs and expenses incurred in connection with or relating to the Scheme or pursuant thereto.
- 15.3 Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, sales tax deferment, incentives, concessions and authorizations, shall stand vested and permitted or continued by the order of sanction of the Hon'ble High Court of Delhi, the Transferee Company shall file the Scheme, for the record of the statutory authorities who shall take it on file, pursuant to the sanction of order of the Hon'ble High Court,

16. SETTLEMENT OF DIFFERENCE OR ISSUE THROUGH ARBITRATION

If any doubt or difference or issue arise between the parties hereto or any of their shareholders, creditors, employees and any other as to the construction hereof or as to any account, non or apportionment to be taken or made of any asset or vested under this Scheme or as to the accounting hereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to arbitration of a sole arbitrator appointed by the consent of all the parties and law of arbitration, as in force shall apply.

17. ERRORS AND OMISSIONS

Any error mistake, omission, commission which is apparent and/or absurd in the Scheme should be read in a manner which appropriate to the intent and purpose of the Scheme and invention with the preamble as mentioned hereinabove.

18. COSTS AND EXPENSES

All costs charges and expenses of the Transferor Company and of the Transferee Company in relation or in connection with the Scheme shall be borne by the Transferee Company.

For LEISURE WORLD PVT. LTD.

**Sd/-
(N.C. Gupta)
Authorised Signatory**

For PVR LIMITED

**Sd/-
(N.C. Gupta)
Company Secretary**

PART-I

**(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)**

**LEISURE WORLD PRIVATE LIMITED
TRANSFEROR COMPANY**

S.NO.	Situation/ Location	Particulars
1	1, Community Centre, Saket, New Delhi-110017	DDA Property, Conveyance Deed executed

PART-II

**(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)**

**LEISURE WORLD PRIVATE LIMITED
TRANSFEROR COMPANY**

S.No	Situation/ Location	Area K - M	Khasra/TalukaNo.
1			
2	NIL.....	

PART-III

**(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER
CHARGES IN ACTION OF THE TRANSFEROR COMPANY)**

**LEISURE WORLD PRIVATE LIMITED
TRANSFEROR COMPANY**

S.No	Particulars	Amount (in)
DETAILS OF INVESTMENT		
1.NIL.....	
DETAILS OF CASH AND BANK BALANCE		
2.	Cash in hand and Bank balance with Axis Bank Ltd. Saket, New Delhi.	32,94,463.92

Dated this the 19th August, 2010
By order of the Court

Sd/-
Joint Registrar (Co.)
for Registrar General

IN THE HIGH COURT OF DELHI AT NEW DELHI
ORIGINAL JURISDICTION
COMPANY PETITION NO. 484 OF 2011
CONNECTED WITH
COMPANY APPLICATION (M) NO. 126 OF 2011
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF A PETITION UNDER SECTION 391-394 OF
THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF ARRANGEMENT
BETWEEN
PVR PICTURES LIMITED
Demerged / Petitioner Company
AND
PVR LIMITED
Resulting / Petitioner Company
PVR LIMITED AND ANOTHER
.....PETITIONERS

MEMO OF PARTIES

PVR PICTURES LIMITED

HAVING ITS REGISTERED OFFICE AT 61, BASANT LOK, VASANT VIHAR NEW DELHI-110057.
DEMERGED / PETITIONER COMPANY

PVR LIMITED

HAVING ITS REGISTERED OFFICE AT 61, BASANT LOK, VASANT VIHAR, NEW DELHI-110057.
RESULTING / PETITIONER COMPANY

ADVOCATES FOR THE PETITIONERS

**SD/-
DEEPAK DIWAN / ADARIKA BANERJEE**
(9810517022 / 9810006468)
261, FOREST LANE,
BEHIND COUNTRY CLUB,
SAINIK FARMS
NEW DELHI-110068

Date : 28th November, 2011
Place : New Delhi

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF COMPOSITE SCHEME OF ARRANGEMENT
OF
COMPANY PETITION NO. 484/2011
CONNECTED WITH
COMPANY APPLICATION (M) NO. 126/2011

IN THE MATTER OF PVR Pictures Ltd.

Having its regd. office at:
61, Basant Lok, Vasant Vihar,
New Delhi-110057

...Petitioner/Demerged Company

WITH

IN THE MATTER OF PVR Ltd.

Having its regd. office at:
61, Basant Lok, Vasant Vihar,
New Delhi-110057

...Petitioner/Resulting Company

**BEFORE HON'BLE MR. JUSTICE MANMOHAN
DATED THIS THE 2nd DAY OF FEBRUARY, 2012**

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above joint petition came up for hearing on 02/02/2012 for sanction of the proposed Composite Scheme of Arrangement between PVR Pictures Ltd. (hereinafter referred to as Demerged Company) and PVR Ltd. (herein referred to as Resulting Company). The Court examined the petition; the order dated 20/09/2011, passed in CA (M) 126/2011, whereby the requirement of convening and holding the meetings of the Equity Shareholders and Secured Creditors of the Demerged Company was dispensed with and the separate meetings of the Unsecured Creditors of the Demerged company and Equity Shareholders, Secured and Unsecured Creditors of the Resulting Company were ordered to be convened for the purpose of considering and, if thought fit, approving with or without modification,

the Composite Scheme of Arrangement annexed to the affidavits dated 14/09/2011 of Mr. Pankaj Dhawan, Authorized Signatory of the Demerged Company and Vice President, Secretarial of the Resulting Company and the publication in the newspapers namely. 'Financial Express' (English) dated 14/10/2011 & 15/10/2011 and 'Jansatta' (Hindi) dated 14/10/2011, 15/10/2011 & 03/11/2011 containing the advertisements of the notices convening the said meetings and the reports/affidavits of Chairpersons showing the publication and despatch of the notices convening the said meetings.

The Court also examined the affidavit dated 17/01/2012 of the Regional Director, Northern Region, Ministry of Corporate Affairs and observed that the Regional Director has no objection to the said Scheme being sanctioned. The Regional Director in his affidavit has also stated that both the Petitioner Companies had intimated that there are no charges proposed to be transferred from the Demerged company to the Resulting Company.

Upon hearing Mr. Deepak Diwan, Advocate with Ms. Adarika Banerjee, Advocate for petitioner companies and Mr. K.S. Pradhan, Dy. Registrar of Companies for the Regional Director (Northern Region) and in view of the approval of the Composite Scheme of Arrangement without any modification by the Equity shareholders and Creditors of the Petitioner Companies and there being no investigation proceedings pending in relation to the Petitioner Companies under Section 235 to 251 of the Companies Act, 1956.

THIS COURT DOTTH HEREBY SANCTION THE COMPOSITE SCHEME OF ARRANGEMENT under section 391 and 394 of the Act as set forth in Schedule-I annexed hereto and Doth hereby declare the same to be binding on all the Shareholders & Creditors of the Petitioner Companies and all concerned and doth approve the said Scheme of Arrangement with effect from the appointed date i.e. 01/04/2011.

AND THE COURT DOTTH FURTHER ORDER:

1. That in terms of the Scheme, all the properties, assets, rights and powers pertaining to the Production Business Undertaking of the Demerged Company specified in Schedule-II hereto and all other properties, assets, rights and powers pertaining to the production Business Undertaking of the Demerged Company be transferred without further act or deed to the Resulting Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Resulting Company for all the estate and interest pertaining to the Production Business Undertaking of the Demerged Company therein but subject nevertheless to all charges now affecting the same; and
2. That in terms of the Scheme, all the liabilities and duties pertaining to the Production Business Undertaking of the Demerged Company be transferred without further act or deed to the Resulting Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Resulting Company; and

3. That all the proceedings now pending by or against the Demerged Company pertaining to the Production Business Undertaking be continued by or against the Resulting Company; and
4. That so far as the share exchange ratio for Arrangement is concerned, the Scheme provides in Clause 5.1 that :

PVR Pictures Limited, Demerged Company is a wholly owned subsidiary of PVR Limited, Resulting Company. As PVR is not permitted to issue shares to itself under the provisions of the Act, now new shares will be issued by PVR in consideration of the demerger of Production Business Undertaking.

5. That the Petitioner Companies do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration; and
6. It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty that is payable in accordance with law; and
7. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

COMPOSITE SCHEME OF ARRANGEMENT**BETWEEN****PVR LIMITED****AND****PVR PICTURES LTD****AND****THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

PREAMBLE**(A) Background and Description of Companies**

1. PVR Limited ('PVR'), a company Incorporated under the Companies Act, 1956 , having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi - 110057, is engaged in the business of developing, operating and managing cinema theatres for the purpose of providing entertainment to the public in various cities of India. The company is a leading and premium multiplex cinema exhibition company, The company pioneered the multiplex revolution in India by establishing the first multiplex cinema in 1997 and the largest 11-screen multiplex cinema in the country in 2004. Currently, the geographically diverse cinema circuit in India consists of 34 Cinemas with 146 screens spread over Delhi, Faridabad, Gurgaon, Ludhiana, Ghaziabad, Mumbai, Bangalore, Hyderabad, Chennai, Lucknow, Indore, Aurangabad, Baroda, Allahabad, Ahmedabad, Latur and Raipur. The equity shares of PVR are listed on Bombay Stock Exchange Limited and National Stock Exchange of India Limited.
- 2 PVR Pictures Limited ('PVR Pictures'), a wholly owned subsidiary of PVR is a company incorporated under the Companies Act, 1956 having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi -110057, is engaged in the business of Film Production and Distribution of Hindi and English and other languages films.

Film Production Business consists of production / co-production of films under the banner of PVR Pictures where IPR's of the film may be owned/co-owned by PVR Pictures with other producers.

Under the Film Distribution Business, the company acquires distribution rights for Hindi, English & other languages films produced by independent third party producers or in-house by PVR Pictures. The distribution rights acquired by the company may pertain to exploitation of Theatrical, Satellite, Home Video, Music, Overseas, DTH and any other suit of rights for these films. The company distributes films across various formats as mentioned above.

(B) Rationale for the Composite Scheme of Arrangement

The Board of Directors of PVR and PVR Pictures considered and approved the proposed Scheme since the same would bring to the respective companies and all stakeholders involved *inter alia* the following benefits:

1. PVR Pictures is engaged in two businesses - Film Production & Film Distribution, Both the Businesses are independent distinct business.
2. As part of the Film Distribution Business the company distributes both films produced in-house as well as film produced by third parties. However it predominately distributes films produced by third parties i.e. picture not produced by Film Production division of PVR Pictures.
3. Further the Production and Distribution of films have variant capital needs and require a distinct skill set. The Production Business is a highly capital intensive business with high risk and rewards. On the other hand the capital requirements are low in Distribution Business along with low risk to rewards ratio. Accordingly the Film Production Business and the Film Distribution Business have their respective set of assets, liabilities and employees.

The aforesaid explanation emphasizes the fact that both the businesses are distinct business having different risks and rewards. Hence with a view to have concentrated effort and focus by the senior management on Production Business, the company is intending to hive off the Production Business into PVR.

4. Further the Distribution Business has good growth potential. With a view to explore the business potential to the fullest and provide focused leadership and management attention, it is intended to carry the Distribution Business in PVR Pictures only.
5. PVR is currently engaged in the business of film exhibition and The Board of PVR has decided to acquire and consolidate the production business undertaking of PVR Pictures with PVR for the reasons and benefits explained above.
6. The proposed consolidation of Production Business Undertaking of PVR Pictures with PVR will facilitate efficient utilization of capital and will create a stronger platform for the consolidated businesses. Further the strong capital base of PVR would support the Production Business going forward which in turn will help the Company in its exhibition business.
7. Proposed business consolidation will create enhanced value for all stakeholders of the two companies as it would facilitate focused strategy, direction and business planning to optimize operational, managerial, financial, technical and marketing capabilities of both the businesses. It will help in optimization of the resources and reduction of the operational costs.

8. Respective Board of Directors of PVR and PVR Pictures believe that the proposed business consolidation will load to enhanced operational, managerial, financial and technological synergy and thereby enable the consolidated entity to address challenges of rising competitiveness.

In consideration of the aforesaid business rationale and rotated benefits, this Scheme between PVR and PVR Pictures is being proposed in accordance with the terms set out hereunder.

(C) Parts of the Scheme of Arrangement

This Scheme of Arrangement is divided into following parts:

1. **PART I**, which deals with Introduction, Definitions, Appointed Date and Share Capital.
2. **PART II**, which deals with the transfer of the Production Business Undertaking of PVR Pictures into PVR by way of demerger.
3. **PART III**, which deals with the financial restructuring to be carried out by PVR.
4. **PART IV**, which deals with the general terms and conditions.

PART - 1

DEFINITIONS

1. DEFINITIONS

In this Scheme (as defined hereinafter), unless repugnant to the meaning or context thereof, the following expressions shall have the meaning described herein below:

- 1.1 **"Accounting Period"** means the period of twelve months commencing on the 1st day of April of every year and ending on the 31st day of March of subsequent year.
- 1.2 **"Act" or "the Act"** means the Companies Act, 1956 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force.
- 1.3 **"Appointed Date"** means the 1st day of April, 2011, or such other date as may be fixed or approved by the Hon'ble High Court of Judicature at Delhi or National Company Law Tribunal, or any other appropriate authority.
- 1.4 **"Effective Date"** means the date on which certified copy of the Order of the Hon'ble High Court of Judicature at Delhi or National Company Law Tribunal or any other appropriate authority under Sections 391 to 394 of the Act sanctioning this Scheme is filed with the Registrar of Companies, NCT of Delhi & Haryana.
- 1.5 **"High Court"** means the High Court of Judicature at Delhi to which this scheme of arrangement in its present form is submitted for its sanctioning under Sections 391 to 394 of the Act.
- 1.6 **"NCLT"** means National Company Law Tribunal. NCLT is not yet formed due to pending notification of the Companies Amendment Act, 2002. On formation, NCLT shall have the powers to discharge the company matters pending before the High Court.
- 1.7 **"Production Business"** means the **Production Business Undertaking** of PVR Pictures (assets and liabilities of the Production Business Undertaking as on the Appointed Date being Exhibit A) comprising of business, activities and operations pertaining to production of movies under the banner of PVR Pictures (where IPR's of the film may be owned/co-owned with other producers), films including video films and other allied services on a going concern basis and includes:
 - I. All assets (wherever situated), whether movable or immovable, tangible or intangible, real or personal, corporeal and incorporeal, including furniture, fixtures, vehicles, stocks and inventory, office equipment, appliances, accessories, intellectual property rights (including film rights in relation to the film produced by PVR Pictures), cash and balance in bank accounts, loans and advances, leasehold assets, licenses, easements and other properties, registrations, contracts, agreements, engagements, arrangements of all kind, rights, titles, interests, benefits and privileges of whatsoever nature and wherever 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 Production Business undertaking of PVR Pictures whether accrued or to accrue after the Appointed Date together with all present and future liabilities pertaining or relating thereto;
 - II. Without prejudice to the generality of the provisions of above Clause, the Production Business shall include all licenses, permits, quotas, rights, entitlements, approvals, consents, engagements, arrangements, municipal permissions, tenancies in relation to office, hire purchase or lease agreements, goodwill, brands, trademarks, trade-names, copyrights, logos and other intellectual property rights (including film rights in relation to the film

produced by PVR Pictures), cash balances, the benefit of any deposits, financial assets, funds belonging to or proposed to be utilized for the Production Business Undertaking, balances in bank accounts, all earnest moneys and/ or security deposits, privileges, all recoverable, receivables, advantages, all other rights and benefits, licenses of any nature whatsoever, powers and facilities of every kind, nature and description whatsoever, office equipment, telephones, telexes, facsimile connections and installations, plant and machinery, vehicles, investments, utilities, power lines, electricity and other services, provisions, funds, benefits of all agreements, subsidies, grants and tax. credits, incentive schemes formulated by Central/ State Governments, contracts and arrangements and all other rights, interests, claims and powers of whatsoever nature and where so ever situated, belonging to or in the possession of or granted in favor of or enjoyed by PVR Pictures in connection with or pertaining or rotatable to the Production Business Undertaking and air earnest money and/ or deposits including security deposits paid by PVR Pictures in connection with or relating to the Production Business Undertaking;

- iii. All liabilities, duties, undertakings and obligations pertaining to the Production Business Undertaking .of every kind, nature and description whatsoever and howsoever arising;
- iv. All employees of PVR Pictures employed in the Production Business Undertaking as identified by the Board of Directors of PVR Pictures;
- v. All records, files, papers, computer programs, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records, whether in physical form or electronic form in connection with or relating to the Production Business Undertaking;
- vi. Any question that may arise as to whether a specified asset or liability pertains to or does not pertain to the Production Business Undertaking or whether it arises out of the activities or operations of the production Business shall be decided by mutual agreement between the Board of Directors of PVR Pictures and PVR.

It is intended that the definition of the Production Business Undertaking under this Clause would enable the transfer of all property, assets, liabilities, intellectual property, licenses, rights, obligations, entitlements and benefits (Including those under Income Tax, Service Tax, Value Added Tax etc, and other applicable legislations which PVR Pictures is entitled to in terms of the various statutes/ schemes/ regulations etc,) of the Production Business Undertaking to PVR pursuant to this Scheme, without any further act, deed, matter or thing

- 1.8 **"PVR" or "the Resulting Company"** means PVR Limited, a Company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi -110057.
- 1.9 **"PVR Pictures" or "the Demerged Company"** means PVR Pictures Limited, a Company Incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi -110057.
- 1.10. **"Residual Business"** means and refers to **Distribution Business Undertaking** of PVR Pictures comprising of business, activities and operations pertaining to acquisition of distribution rights for Hindi, English & Other languages films produced by independent third party producers pertaining to Theatrical, Satellite, Home Video, Music, Overseas, DTH and any other suit of rights which may be distributed by the Company across various formats as aforesaid and other

allied services on a going concern basis and includes all assets, intellectual properties, liabilities and employees (other than assets, intellectual properties including films rights in relation to the films produced by PVR Pictures, liabilities and employees of PVR Pictures pertaining to Production Business as defined in Clause 1,7 of this Scheme) pertaining to such Distribution Business.

- 1.11 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Composite Scheme of Arrangement, in its present form or with any modification(s) made under Clause 17 of this Scheme as approved or directed by the High Court or NCLT or any other appropriate authority.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 2.1 Demerger of the Production Business Undertaking as Part II of the Scheme set out herein in its present form or with any modifications approved or directed by the High Court or NCLT or any other appropriate authority shall be effective from the Appointed Date but shall be operative from the Effective Date.
- 2.2 The Financial Restructuring, where certain assets will be adjusted, as Part III of the Scheme set out herein in its present form or with any modification(s) approved or directed by the High Court or NCLT or any other appropriate authority shall be effective from the Effective Date only subsequent to the effectiveness of the demerger as provided in Part II.

3. SHARE CAPITAL

- 3.1 The Share Capital of PVR Pictures as on March 31, 2011 is as under:

Particulars	(Rs.)
Authorized Capital	
40,000,000 Equity Shares of Rs. 10 each	400,000,000
Total	400,000,000
Issued, Subscribed and Paid-up	
35,833,334 Equity Shares of Rs. each fully paid up	358,333,340
Total	358,333,340

Subsequent to March 31, 2011, there has been no change in the authorized, issued, subscribed and paid-up capital of PVR Pictures.

- 3.2 The Share Capital of PVR as on March 31, 2011 is as under:-

Particular	(Rs.)
Authorized Capital	
36,000,000 Equity Shares of Rs. 10 each	360,000,000
20,000,000 Preference Shares of Rs. 10 each	200,000,000
5,000,000 5% Cumulative Preference Shares of Rs. 10 each	50,000,000
Total	610,000,000
Issued, Subscribed and Paid-up	
27,149,372 Equity Shares of Rs. each fully paid up	271,493,720
Total	271,493,720

PVR has announced a Buy-back of its Equity shares through a Public Announcement dated June 13, 2011.

PART - II**SECTION A****DEMERGER OF PRODUCTION BUSINESS UNDERTAKING OF PVR PICTURES INTO PVR****4. TRANSFER AND VESTING OF THE DEMERGED BUSINESS UNDERTAKING**

- 4.1 PVR Pictures presently has two separate business undertakings - Production Business Undertaking and Distribution Business Undertaking, With effect from the Appointed Date and upon the Scheme becoming effective, the Production Business Undertaking, as defined in Clause 1.7 of this Scheme shall, pursuant to the provisions of Sections 391 and 394 and all other applicable provisions, If any, of the Act and the Order of the High Court or NCLT or other appropriate authority, if any, sanctioning the Scheme, without any further act, deed, matter or thing, stand transferred to and vested in and/ or deemed to be transferred to and vested in PVR at values appearing in the books of PVR Pictures on a going concern basis and in accordance with Section 2(19AA) of the Income Tax Act, 1961 and the Distribution Business Undertaking shall continue to vest in PVR Pictures. Accordingly, all the provisions of the Income Tax Act relating to 'Demerger' will enure to PVR.
- 4.2 Without prejudice to the generality of the above said Clause:
- 4.2.1 With effect from the Appointed Date but upon the Scheme becoming effective, all the assets, rights and properties of PVR Pictures relating to the Demerged Business Undertaking (whether movable or immovable, tangible or intangible) of whatsoever nature including but not limited to data processing equipments, computers and servers, computer software, leasehold rights and improvements, plant and machinery, vehicles, furniture and fixtures, office equipment, electrical installations, telephones, telex, facsimile, other communication facilities, brand, trade mark, trade-name or copyright or any other intellectual property including film rights in relation to the films produced by PVR Pictures, registrations, permits, quotas, approvals, actionable claims, all rights/ title or interest in property(ies) by virtue, of any Court Order/ Decree, contractual arrangement, allotment, grant, lease, possession or otherwise, memorandum of understandings, tenancy rights, hire purchase contracts, lending contracts, permissions, incentives, registrations, contracts, engagements, arrangements of all kinds, rights, titles, interests, benefits and advantages of whatsoever nature and where so over situate 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 PVR Pictures pertaining to Production Business undertaking, licenses, bids, tenders, municipal and other statutory permissions, approvals including but not limited to right to use and avail electricity connections, water connections, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, all records, files, papers, engineering and process information, computer programs, manuals, data, catalogues, quotations, list of present and former vendors and suppliers, and all other rights, title, lease, interest, contracts, consent, approvals or powers of every kind, nature and descriptions whatsoever, shall under the provisions of Sections 391 to 394 and other applicable

provisions, if any, of the Act and pursuant to the Orders of the High Court or NCLT or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting 'the same as on the Effective Date be transferred and/ or deemed to be transferred to and vested in PVR so as to become the properties and assets of PVR. The benefit of all copyrights, trademarks or any other intellectual property actionable claims, all rights/ title or interest in properties by virtue of any court Order/ Decree, contractual arrangement, registrations with statutory authorities, allotment, lease, grant, possession or otherwise, statutory and regulatory permissions, service tax registrations or other licenses and consents of PVR Pictures pertaining to Production Business Undertaking shall vest in and become available to PVR pursuant to this Scheme,

- 4.2.2 In respect of all the movable assets owned by PVR Pictures in relation to the Production Business Undertaking as on the Effective Date and the assets which are otherwise capable of transfer by physical, delivery or endorsement and delivery or novation and delivery, including cash in hand and balance in bank accounts, shall be so transferred to PVR and deemed to have been physically handed over by physical delivery or by endorsement and delivery or novation and delivery, as the case may be, to PVR to the end and intent that the property and benefit therein passes to PVR with effect from the Appointed Date.
- 4.2.3 Such delivery and transfer shall be made on a date mutually agreed upon between the respective Board of Director of PVR Pictures and PVR.
- 4.2.4 In respect of the intangible assets owned by PVR pictures in relation to the Production Business Undertaking as on the Effective Date, other than those mentioned in Clause 4.2.2 above, including actionable claims, sundry debtors, outstanding loans, advances, whether recoverable in cash or kind or for value to be received and deposits, if any, with the local and other authorities, body corporates, customers, etc., PVR Pictures shall, if so required by PVR and PVR may, issue notices/ intimations in such form as PVR may deem fit and proper stating that pursuant to the High Court or NCLT or any other appropriate authority having sanctioned this Scheme, the relevant debt, loan, advance or other asset, be paid or made good or held on account of PVR as the person entitled thereto, to the end and intent that the right of PVR pictures to recover or realize the same stands transferred to PVR and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 4.2.5 With effect from the Appointed Data but upon the Scheme becoming effective, all debts, liabilities, duties and obligations of every Kind, nature and description of PVR Pictures in relation to the Production Business Undertaking, shall be deemed to and shall stand transferred to PVR, without any further act, deed, matter or thing and shall become the debts, liabilities, duties and obligations of PVR. PVR shall undertake to meet, discharge and satisfy such debts, liabilities, duties end obligations and in order to give effect to the provisions of this Clause, it shall not be necessary to obtain the consent of any third part/ or other person who is a party to any contract or arrangement by virtue of which , such debts, liabilities duties and obligations have arisen.

- 4.2.6 Where any of the debt, liabilities, duties and obligations of PVR Pictures relating to the Production Business Undertaking as on the Appointed Date, deemed to be transferred to PVR have been discharged by PVR Pictures after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of PVR and all loans raised and used and all liabilities and obligations incurred by PVR Pictures for the operations of the Production Business Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of PVR and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing stand transferred to PVR and shall become the liabilities and obligations of PVR which shall undertake to meet, discharge and satisfy the same and in order to give effect to the provisions of this Clause, 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 loans and liabilities have arisen.
- 4.2.7 All assets and properties of PVR Pictures relating to the Production Business Undertaking, as on the Appointed Date, whether or not included in the books of PVR Pictures and all assets and properties which are acquired by PVR Pictures, relating to the Production Business Undertaking, on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of PVR and shall under the provisions of Sections 391 to 394 and all other applicable provisions of the Act, without any further act, instrument or deed, be and stand transferred to and to be vested in and be deemed to have been transferred to and vested in PVR: upon the coming into effect of this Scheme pursuant to the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, provided that no onerous asset shall have been acquired by PVR Pictures after the Appointed Date without the prior written consent of PVR.
- 4.2.8 The transfer and vesting of the Production Business Undertaking aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof relating to the Production Business Undertaking to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Production Business Undertaking.
- 4.2.9 Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of this Scheme, PVR Pictures and PVR shall execute all such instruments or documents or do all the acts and deeds as may be required, including the filing of necessary documents, with the Registrar of Companies, NCT of Delhi and Haryana to give formal effect to the above provisions, if required.

5. ISSUE OF SHARES

- 5.1 PVR Pictures is a wholly owned subsidiary of PVR. As PVR is not permitted to issue shares to itself under the provisions of the Act, no new shares will be issued by PVR in consideration of the demerger of Production, Business Undertaking.

6. ACCOUNTING TREATMENT

6.1 ACCOUNTING TREATMENT IN PVR PICTURES

- 6.1.1 With effect from the Appointed Date but upon the Scheme becoming effective the book value of assets and liabilities of the Production Business Undertaking shall be reduced from the book value of assets and liabilities of PVR Pictures.
- 6.1.2 The difference between the book value of assets and liabilities of the Production Business Undertaking transferred to PVR shall be adjusted against the Securities Premium Account of PVR Pictures.
- 6.1.3 Out of the debit balance of the Profit and Loss Account amounting to Rupees 24,94,34,092, Rs. 21,60,00,004 shall be adjusted against the Paid-up Share capital of PVR picture by reducing the face value of shares from Rs. 10 to Rs. 4, and the balance of Rs. 3,44,34,088 shall be adjusted against the Securities Premium Account.
- 6.1.4 Clause V of the Memorandum of Association of PVR Pictures specifying the Authorized Share Capital of PVR Pictures shall stand altered accordingly.
- 6.1.5 The application and reduction, if any, of the Securities Premium Account of PVR Pictures as per provisions of Sections 78 read with Sections 100 to 103 of the Act and the application and reduction, if any, of the Paid - up Share Capital as per provisions of Sections 100 to 103 of the Act, shall be effected as an Integral part of the Scheme itself.. However as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of Section -101 of the Act are not applicable.

6.2 ACCOUNTING TREATMENT IN PVR

- 6.2.1 With effect from the Appointed Date but upon the Scheme becoming effective, all the assets and liabilities pertaining to the Production Business undertaking as appearing in the books of PVR Pictures as on the Appointed Date shall stand transferred to and- vested in PVR pursuant to this Schema and shall be recorded by PVR at their respective book values as appearing In the books of account of PVR Pictures,
- 6.2.2 Pursuant to transfer of Production Business Undertaking to PVR in accordance with this Scheme, the difference between book value of assets and liabilities of the Production Business Undertaking, as reduced by such value of the investments of PVR in PVR Picture as on the Effective Date, which is in excess of the book value of net assets of the Distribution Business Undertaking of PVR Pictures shall be transferred to the General Reserve or Goodwill, as the case may be.
- 6.2.3 PVR shall determine the deferred tax asset and/or the deferred tax liability, based on the assets and liabilities of the Production Business Undertaking and adjust the same against the Securities Premium.

6.2.4 The application and reduction, if any, of the Securities Premium Account of PVR as per provisions of Sections 70 read with Sections 100 to 103 of the Act and the application and reduction, if any, of the Paid up Share Capital as per provisions of Sections 100 to 103 of the Act, shall be effected as an integral part of the Scheme itself. However as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of Section 101 of the Act are not applicable.

7. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC.

- 7.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature to which PVR Pictures, in relation to the Production Business Undertaking, is a party or to the benefit of which PVR Pictures, in relation to the Production Business Undertaking, may be eligible and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, PVR and may be enforced as fully and effectually as if, instead of PVR Pictures, PVR had been a party or beneficiary or obligee thereto or there under,
- 7.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of PVR Pictures, in relation to the Production Business Undertaking shall stand transferred to PVR, as if the same were originally given by, issued to or executed in favour of PVR and PVR shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to PVR. PVR shall intimate the concerned Government Authorities as may be necessary in this behalf who shall be bound by the same.
- 7.3 With effect from the Appointed Date and upon the Scheme becoming effective, all rights and licenses relating to brands, trademarks, know-how, technical Know-how, trade names, descriptions, leading style, franchises, labels, label designs, logos, emblems and items of such nature, colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, privileges and any rights, title or interest in intellectual property, rights in relation to Production Business Undertaking to which PVR Pictures is a party or to the benefit of which PVR Pictures may be entitled/ eligible shall be enforceable in full force and effect on or against, or in favour of, PVR as the case may be and may be enforced as fully and effectually as if instead of PVR Pictures, PVR had been a party or beneficiary or obligee thereto.
- 7.4 PVR shall be entitled to the benefit of all insurance policies which have been issued in respect of PVR Pictures pertaining to the Production Business Undertaking and the name of PVR shall be substituted as "Insured" in the policies as if PVR was initially a party.
- 7.5 PVR, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other

writings or arrangements with any party to any contract or arrangement in relation to Production Business Undertaking to which PVR Pictures is a party in order to give formal affect to the above provisions. PVR shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of PVR Pictures and to carry out or perform all such formalities or compliances, referred to above, on behalf of PVR Pictures.

- 7.6 It is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature which PVR Pictures, in relation to Production Business Undertaking owns or is a party to and which cannot be transferred to PVR for any reason whatsoever, PVR Pictures shall hold such asset or contract, bonds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of PVR, in so far as it is permissible so to do, till such time as the transfer is effected.

8. LEGAL PROCEEDINGS

- 8.1. All legal proceedings of whatsoever nature by or against PVR Pictures pending and/ or arising on or after the Appointed Dale and relating to PVR Pictures in relation to the Production Business Undertaking, shall not abate or be - discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against PVR in the manner and to the same extent as would or might have been continued and enforced by or against PVR Pictures, in relation to the Production Business Undertaking.
- 8.2 After the Appointed Date, if any proceedings are taken against PVR Pictures in relation to the Production Business Undertaking, in respect of the matters referred to in the Clause 8.1 above, it shall defend the same at the cost of PVR and PVR shall reimburse and indemnify PVR Pictures against all liabilities and obligations incurred by PVR Pictures in respect thereof, in relation to the Production Business Undertaking.
- 8.3 PVR undertakes to have all legal or other proceedings initiated by or against PVR Pictures in relation to the Production Business undertaking, referred to in Clause 8.1 above transferred in its name and to have the same continued, prosecuted and enforced by or against PVR to the exclusion of PVR Pictures in relation to the Production Business Undertaking.

9. STAFF, WORKMEN AND EMPLOYEES

- 9.1 On the Scheme becoming effective, all staff, workmen and employees of PVR Pictures in relation to the Production Business Undertaking, in service on the Effective Date shall be deemed to have become staff, workmen and employees of PVR with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuity of service and the terms and conditions of their employment with PVR shall not be less favorable than those applicable to them with reference to PVR Pictures on the Effective Date. PVR further agrees that for the purpose of payment of any retirement benefit/ compensation, such immediate uninterrupted past services with PVR Pictures shall also be taken into account. Any question that may arise as to whether any staff, workman or employee belongs to dr does

not belong to PVR Pictures in relation to the Production Business Undertaking, shall be decided by Board of Directors of PVR Pictures.

- 9.2 The equitable interest in accounts / funds of the employees, staff and workman whose services are transferred to PVR, relating to provident fund and gratuity fund shall be identified, determined and transferred to PVR. Until such time, PVR may, subject to the necessary approvals and permissions, if any, continue to make contributions pertaining to the employees of PVR Pictures to the relevant funds of PVR Pictures.
- 9.3 PVR at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deed of confirmation, or other writings or arrangements with any party to any contract or arrangement or any Government authority to which PVR Pictures is a party in order to give a formal effect to the above provisions. PVR shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the PVR Pictures and to carry out or perform all such formalities or compliances, referred to above, on behalf of PVR Pictures,
- 9.4 PVR undertakes to abide by agreement/ settlement, if any, entered into by PVR Pictures for the employees of the Production Business Undertaking of PVR Pictures.

10. OTHER ENTITLEMENTS

- 10.1 All taxes, of any nature, duties, cess or any other like payments or deductions made by PVR Pictures relating to the Production Business Undertaking to any statutory authorities such as Income Tax, Service Tax, Value Added Tax etc, or any tax deduction/ collection at source, relating to the period after the Appointed Date and upto the Effective Date shall be deemed to have been on account of and for and on behalf of PVR and the relevant authorities shall be bound to transfer to the account of and give credit for the same to PVR upon the passing of the Order on this Scheme by the High Court or NCLT or any other appropriate authority and upon relevant proof and documents being provided to the said authorities.
- 10.2 It is expressly clarified that upon the Scheme becoming effective all taxes payable by PVR Pictures relating to the Production Business Undertaking from the Appointed Date onwards shall be treated as the tax liability of PVR similarly all credits for tax deduction at source on income of PVR Pictures relating to the Production Business Undertaking shall be available to PVR. All obligations for deduction of tax at source on any payment made by or to be made by PVR Pictures relating to the Production Business Undertaking shall be duly complied with If such deduction of tax at source is made or deemed to have been made by PVR Pictures or PVR Similarly any advance tax payment required to be made by specified due dates in the tax laws by PVR Pictures in relation to Production Business Undertaking shall also be deemed to have been made correctly If so made by PVR Pictures or PVR.
- 10.3 Upon the Scheme becoming operative, PVR, If required, will revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961 (Including for minimum alternate tax purposes and tax benefits), service tax law and

other tax laws, and to claim refunds and/or credits for taxes paid (including minimum alternate tax), and to claim tax benefits under the Income tax Act, 1961 etc. and for matters incidental thereto, to give effect to the provisions of this Scheme.

- 10.4 All cheques and other negotiable instruments, payment orders received in the name of PVR Pictures relating to the Production Business Undertaking after the Effective Date shall be accepted by the bankers of PVR and credited to the account of PVR. Similarly, the bankers of PVR shall honour cheques issued by PVR Pictures relating to the Production Business Undertaking for payment after the Effective Date.

11. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

With effect from the Appointed Date and up to and including the Effective Date:

- 11.1 PVR Pictures undertakes to preserve and carry on the business of Production Business Undertaking with reasonable diligence and business prudence and shall not undertake financial commitments or sell, transfer, alternate, 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 High Court(s); or
 - (b) if the same is expressly permitted by this Scheme; or
 - (c) if the prior written consent of the Board of Directors of PVR has been obtained.
- 11.2 PVR Pictures shall carry on and be deemed to have carried on all business and activities of the Production Business Undertaking and shall stand possessed of all the assets, rights, title and interest of PVR Pictures, in relation to the Production Business Undertaking for and on account of and in trust for PVR.
- 11.3 All profits and cash accruing to or losses arising or incurred (including the effect of taxes if any thereon), by PVR Pictures, in relation to the Production Business Undertaking shall for all purposes, be treated as the profits and cash, taxes or losses of PVR.
- 11.4 All accretions and depletions to PVR Pictures, in relation to the Production Business Undertaking shall be for and on account of PVR.
- 11.5 Any of the rights, powers, authorities, privileges, attached, related or pertaining to or exercised by PVR Pictures, in relation to the Production Business Undertaking shall be deemed to have been exercised by PVR Pictures for and on behalf of and in trust for and as an agent of PVR. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Production Business Undertaking of PVR Pictures that have been undertaken or discharged by PVR Pictures, shall be deemed to have been undertaken for and on behalf of and as an agent for PVR.
- 11.6 PVR Pictures shall not vary the terms and conditions of service of its employees in relation to the Production Business Undertaking except in the ordinary course of its business.

12. RESIDUAL BUSINESS

- 12.1 The Residual Business of PVR Pictures and all the assets, liabilities, obligations and employees pertaining thereto, shall continue to belong to and be vested in and be managed by PVR Pictures.
- 12.2 All legal, taxation or other proceedings by or against PVR Pictures under any statute, whether pending on the Appointed Date or which may be instituted in future whether or not in respect of any matter arising before the Effective Date and relating to the Residual Business (including those relating to any property, right, power, liability, obligation or duties of PVR Pictures in respect of the Residual Business) shall be continued and enforced by or against PVR Pictures,
- 12.3 All statutory licenses, permissions, approvals, quotas or consents held by PVR Pictures relating to the Residual Business, shall continue to vest with PVR Pictures.
- 12.4 All trademarks, patents, designs, copyrights and other intellectual property rights or consents held, registered or owned by PVR Pictures in respect of Residual Business, shall continue to vest with PVR Pictures.
- 12.5 All staff, workmen and employees of PVR Pictures, in relation to the Residual Business will continue to be employees of PVR Pictures,
- 12.6 All assets and properties acquired by PVR Pictures in relation to the Residual Business on and after the Appointed Date shall belong to and continue to remain vested in PVR Pictures.

13. SAVING OF CONCLUDED TRANSACTIONS

- 13.1 The transfer and vesting of the assets, liabilities and obligations of PVR Pictures in relation to the Production Business Undertaking pursuant to this Scheme and the continuances of the legal proceedings by or against PVR, under Clause 8.1 hereof shall not affect any transactions or proceedings already completed by PVR Pictures in relation to the Production Business Undertaking on and after the Appointed Date to the end and intent, that PVR accepts all acts, deeds and things done and executed by and/ or on behalf of PVR Pictures, as acts, deeds and things done and executed by and on behalf of PVR.

PART III

FINANCIAL RESTRUCTURING IN PVR

14. FINANCIAL RESTRUCTURING

- 14.1 Subsequent to the Demerger taking effect as stated in Part II of the Scheme and from the Effective Date, such of the assets and liabilities relating to the Film Exhibition Business and Production Business of PVR, as the Board of Directors of PVR consider relevant and appropriate shall be adjusted and recorded at their fair values,
- 14.2 The adjustment in the value of the assets as per Clause 14.1 above shall be set off against the following reserves of PVR, in the order specified, to the extent available and required:
- a) Amalgamation Reserve;
 - b) Capital Redemption Reserve;
 - c) Capital Reserve; and
 - d) Securities Premium Account.
- 14.3 Application and consequential reduction of the Securities Premium Account and Capital Redemption Reserve of PVR as per provisions of Sections, 78 and Sections 80 read with Sections 100 to 103 of the Act, as per the above clause, shall be effected as an integral part of the Scheme itself. However as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid up share capital the provisions of Section 101 of the Act are not applicable.

PART - IV**GENERAL TERMS AND CONDITIONS****15. DISPENSATION FROM ADDITION OF THE WORDS "AND REDUCED"**

The proposed reduction of Securities Premium as envisaged in this Scheme shall not affect or impair in any manner the rights and interests of any of the creditors (whether secured or unsecured) of PVR, since PVR shall, post such reduction, continue to be in a position to honour the dues of their respective creditors. Therefore, PVR seek liberty of the High Court for dispensation of the words "and reduced" to be added as suffix to their names, as contemplated in Sections 102(2) and 102(3) of the Act

16. APPLICATION TO THE HIGH COURT OR NCLT

PVR Pictures and PVR shall, with all reasonable dispatch, make Applications/ Petitions under Sections 391-394 and other applicable provisions, if any, of the Act to the High Court or NCLT or any other appropriate authority, for sanction of this Scheme under the provisions of law.

17. MODIFICATIONS/ AMENDMENTS TO THE SCHEME

PVR Pictures and PVR, by their respective Board of Directors, may assent to any modifications/ amendments to the Scheme or to any conditions or limitations that the High Court 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 of Directors). PVR Pictures and PVR, by their respective Board of Directors, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, 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.

18. CONDITIONALLY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- 18.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/ or creditors of PVR Pictures and PVR as proscribed under the Act or as may be directed by the High Court or NCLT or any other appropriate authority as may be applicable.
- 18.2 The sanction of this Scheme by the High Court or NCLT or any other appropriate authority under Sections 391 to 394 and other applicable provisions, if any, of the Act in favour of PVR Picture's and PVR.
- 18.3 Certified or authenticated copy of the Order of the High Court or NCLT or any other appropriate authority sanctioning the Scheme being filed with the Registrar of Companies, NCT of Delhi & Haryana by PVR Pictures and PVR respectively.
- 18.4 The requisite, consent, approval or permission of the Central Government or other statutory or regulatory authority, if any, which by law may be necessary for the implementation of this Scheme.

19. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in Clause 18 not being obtained and/ or the Scheme not being sanctioned by the High Court or NCLT or such other appropriate authority, if, any, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and agreed to between the respective parties to this Scheme. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme unless otherwise mutually agreed.

20. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, If any (save as expressly otherwise agreed) of PVR Pictures, and PVR arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by PVR and adjusted against the Securities Premium Account.

21. Application and any consequential reduction of the Securities Premium Account of PVR as per provisions of Sections 78 and Sections 80 read with Sections 100 to 103 of the Act, as per the above clause, shall be effected as an integral part of the Scheme itself. However as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid up share capital, the provisions of Section 101 of the Act are not applicable and the order of the Delhi High Court sanctioning the Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction without the need on the part of the Transferor Company or the Transferee Company to carry out any further act or deed.

**DETAILS OF ASSETS AND LIABILITIES TRANSFERRED TO PVR AS
PART OF PRODUCTION BUSINESS UNDERTAKINGS**

Particulars	Production
	(Rs.)
Intellectual Property Rights	25,63,02,200
Capital Advances	20,35,40,960
Current assets, loans and advances	
Inventories	19,77,118
Sundry debtors	10,83,81,000
Cash and bank balances	40,07,62,566
Loans and advances	5,90,47,651
Total Current Assets	57,01,68,335
Current Liabilities	4,77,30,850
Total Current Liabilities	4,77,30,849
Secured Loan	7,59,260
Total Net Assets	98,15,21,386

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE DEMERGED COMPANY PERTAINING TO THE PRODUCTION BUSINESS UNDERTAKING)

PVR PICTURES LIMITED - DEMERGED COMPANY

S.No	Situation/ Location	Area K - M	Khasra/Taluka No.
1		- NIL -	

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE DEMERGED COMPANY PERTAINING TO THE PRODUCTION BUSINESS UNDERTAKING)

PVR PICTURES LIMITED - DEMERGED COMPANY

S.No	Situation/ Location	Area K - M	Khasra/Taluka No.
1		- NIL -	

PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE DEMERGED COMPANY PERTAINING TO THE PRODUCTION BUSINESS UNDERTAKING)

PVR PICTURES LIMITED - DEMERGED COMPANY

S.No	Particulars
1	-NIL-

PART-IV

(A SHORT DESCRIPTION OF ALL MOVABLE ASSETS AND OTHER INTANGIBLE RIGHTS OF THE DEMERGED COMPANY PERTAINING TO THE PRODUCTION BUSINESS UNDERTAKING)

PVR PICTURES LIMITED - DEMERGED COMPANY**MOVABLE ASSETS**

S.No.	Description	Situation/Location	Make/Reg. No.
1	CAR (Honda - CRV)	Mumbai	Regn. No. MH 02 H5 5655

INTANGIBLE ASSETS

S. No.	Particulars
1.	IPR of Movies
(i)	Jaane Tu Ya Jaano Na
(ii)	Contract
(iii)	Mere Khwabon Mein Jo Aaye
(iv)	Lumha
(v)	Aisha
(vi)	Khelein Hum Jee Jaan Sey
(vii)	Teen They Bhai

Dated this the 2nd February, 2012
By order of the Court

Sd/-
Joint Registrar (Co.)
for Registrar General

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURIDCTION)

IN THE MATTER OF COMPANIES ACT, 1956.

AND

IN THE MATTER OF SCHEME OF AMALGAMATION

OF

COMPANY PETITION NO. 672 OF 2013
CONNECTED WITH
COMPANY APPLICATION NO (M) 145 OF 2013.

IN THE MATTER OF :

Vista Entertainment Ltd.
61, Basant Lok, Vasant Vihar,
New Delhi.

..... Transferor Company No. 1

Growel Entertainment Limited,
61, Basant Lok, Vasant Vihar,
New Delhi.

..... Transferor Company No. 2.

Nikmo Entertainment Limited,
61, Basant Lok, Vasant Vihar,
New Delhi.

..... Transferor Company No. 3

Odeon Shrine Multiplex Limited,
61, Basant Lok, Vasant Vihar,
New Delhi.

..... Transferor Company No. 4

Cinemax Motion Pictures Limited,
61, Basant Lok, Vasant Vihar,
New Delhi.

..... Transferor Company No. 5

Cinemax India Limited,
61, Basant Lok, Vasant Vihar,
New Delhi.

..... Transferor Company No. 6

Cine Hospitality Private Limited,
61, Basant Lok, Vasant Vihar,
New Delhi.

..... Transferor Company No. 7.

WITH

PVR Limited,
61, Basant Lok, Vasant Vihar,
New Delhi.

..... Transferee Company.

BEFORE HON'BLE MR. JUSTICE VIBHU BAKHRU.

DATED THIS THE 12TH DAY OF FEBRUARY, 2014.

ORDER UNDER SECTION 394 OF THE COMPANIES ACT 1956

The above joint petition came up for hearing on 12/02/2014 for the sanction of the Scheme of Amalgamation proposed to be made of Vista Entertainment Limited (hereinafter referred to Transferor Company No. 1), Growel Entertainment Limited (hereinafter referred to Transferor Company No.2); Nikmo Entertainment Limited (hereinafter referred to Transferor Company No.3); Odeon Shrine Multiplex Limited (hereinafter referred to Transferor Company No.4); Cinemax Motion Pictures Limited (hereinafter referred to Transferor Company No.5); Cinemax India Limited (hereinafter referred to Transferor Company No.6); Cine Hospitality Private Limited (hereinafter referred to Transferor Company No.7) with PVR Limited (hereinafter referred to Transferee Company) . The court examined the petition; the order dated 25/10/2013 passed in CA(M) 145 of 2013, whereby the requirement of convening and holding the meetings of Equity Shareholders of Transferor Companies Nos. 1 to 5 & 7 and Unsecured Creditors of the Transferor Companies Nos. 1 to 5 and 7; and Secured creditors of Transferor company no. 6 & 7; for the purpose of considering, and if thought fit, approving with or without modification, the Scheme of Amalgamation annexed to the affidavits dated 22/10/2013 of Mr. Pankaj Dhawan Director of Transferor Companies 1 to 5 & 7 and Authorised Representative of Transferor Companies 6 and Transferee Company; were dispensed with (there being no Secured Creditor in Transferor Companies nos. 1 to 5) and separate meetings of Equity Shareholders & Un-secured Creditors of Transferor Company nos. 6 & Transferee Company and Secured Creditors of Transferee Company were convened pursuant to the publication in the newspapers namely 'Business Standard'

(English) & 'Jansatta' (Hindi) both dated 12.11.2013 containing the notice of convening of said meetings ; the Chairpersons report filed and Publication in the Newspapers namely ' Business Standard' (English) dated 14.01.2014 & 'Jansatta (Hindi)' dated 15.01.2014 containing notice of hearing of Petition.

The court also examined the affidavit dated 10/02/2014 by the Regional Director, Northern Region, Ministry of Corporate Affairs and approved the proposed Scheme of Amalgamation.

Upon hearing Mr. Deepak Diwan and Mr. Raghu Vamsy Dasika, Advocate for the Petitioners, Mr. Atma Sah, Asstt. Registrar of Companies appearing for Regional Director and Mr. Rajeev Bahl, Advocate for Official Liquidator and in view of approval of Scheme of Amalgamation without any modification by the Shareholders and Creditors of Transferor Companies and Transferee Company and in view of the report of the Official Liquidator dated 05.02.2014 stating therein that the affairs of the Transferor Companies Nos. 1 to 7 do not appear to have been conducted in a manner prejudicial to the interest of its members, creditors or to public interest; and that there being no investigation proceeding in relation to the Petitioner Companies under section 235 to 251 of the Companies Act, 1956.

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION set forth in Schedule-I annexed hereto and doth hereby declare the same to be binding on all the Shareholders & Creditors of the Transferor Companies & Transferee Company and all concerned and doth approve the said Scheme of Amalgamation with effect from the appointed date i.e. 01.04.2013.

AND THIS COURT DOTH FURTHER ORDER:

1. That in terms of the Scheme, the whole or part of the undertaking, the property, assets, rights and powers of the Petitioner Transferor Companies 1 to 7 as specified in Schedule-II hereto be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estates & interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and
2. That in terms of the Scheme, all the liabilities and duties of the Petitioner Transferor Companies nos. 1 to 7 be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of Transferee Company; and
3. That all the proceedings now pending by or against the Transferor Companies no. 1 to 7 be continued by or against the Transferee Company; and
4. So far as the share exchange ratio for amalgamation is concerned, the Scheme provide that, upon the Scheme finally coming into effect, the shares shall be issued in the following manner as per Clause 5.1, 18.1 and 31.1 of the Scheme:
 - The entire paid- up equity share capital of the "Subsidiaries of Cinemax India" is held by Cinemax India, directly or indirectly through its subsidiaries. Therefore, upon this Scheme being effective, the entire Issued, Subscribed and paid up share capital of the "Subsidiaries of Cinemax India" shall, ipso facto, without any further application, act or deed stand

cancelled on the Effective Date and no shares of Cinemax India will be issued or allotted with respect to the Equity shares held by Cinemax India in the "Subsidiaries of Cinemax India" in consideration for amalgamation.

- The entire paid-up equity share capital of CHPL is held by PVR. Therefore, upon this Scheme being effective, the entire Issued, Subscribed and paid up share capital of CHPL shall, ipso facto, without any further application, act or deed stand cancelled on the Effective Date and no shares of PVR will be issued or allotted with respect to the Equity shares held by PVR in CHPL in consideration for amalgamation.
- Upon this Scheme becoming effective and in consideration for the transfer and vesting of Cinemax India in PVR, PVR shall issue and allot equity shares in its share capital at par, credited as fully paid up to the extent indicated below, to the shareholders of Cinemax India except PVR or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of Cinemax India and approved by them whose names appear in the Register of Members on the Record Date in the following ratio:

4 equity share(s) of the face value of Rs. 10/- (Rupees Ten) each credited as fully paid up in the share capital of PVR for every 7 fully paid up equity share(s) of the face value of Rs. 5/- (Rupees Five) each held in Cinemax.

The paid -up equity share capital of the Cinemax India partly held by PVR, directly or indirectly ipso facto, shall without any further act or deed stand cancelled on the Effective Date and no shares of PVR will be issued or allotted with respect to the Equity shares held by PVR directly or indirectly in Cinemax India in consideration for amalgamation.

5. That the Transferor Companies do within 30 days after the receipt of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Companies No. 1 to 7 shall be dissolved without undergoing the process of winding up and the concerned Registrar of Companies shall place all documents relating to the Transferor Companies, registered with him on the file kept in relation to the Transferee Company and the files relating to the said Transferor Companies no. 1 to 7 and Transferee Company shall be consolidated accordingly.
6. It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty or taxes or any other charges, if payable in accordance with any law; or permission/ compliance with any other requirement which may be specifically required under any law.
7. That any person interested shall be at liberty to apply to the court in the above matter for any directions that may be necessary.

SCHEDULE - I

ANNEXURE - A

COMPOSITE SCHEME OF AMALGAMATION

BETWEEN

PVR LIMITED

AND

CINEMAX INDIA LIMITED

AND

CINE HOSPITALITY PRIVATE LIMITED

AND

VISTA ENTERTAINMENT LIMITED

AND

GROWEL ENTERTAINMENT LIMITED

AND

NIKMO ENTERTAINMENT LIMITED

AND

ODEON SHRINE MULTIPLEX LIMITED

AND

CINEMAX MOTION PICTURES LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

(A) BACKGROUND AND DESCRIPTION OF COMPANIES WHO ARE PARTIES TO THE SCHEME

1. **PVR Limited** (hereinafter called 'PVR'), is engaged in the business of Film Exhibition and Film Production. The equity share capital of PVR is listed on the National Stock Exchange of India (hereinafter called 'NSE') and on the Bombay Stock Exchange (hereinafter called 'BSE').
2. **Cinemax India Limited** (hereinafter called 'Cinemax'), is engaged in the business of Film Exhibition. The equity share capital of Cinemax is listed on the NSE and BSE.
3. **Cine Hospitality Private Limited** (hereinafter called 'CHPL') is a wholly owned subsidiary of PVR and primarily holds investment in Cinemax. CHPL is an unlisted company.
4. **Vista Entertainment Limited** (hereinafter called 'Vista') is a wholly owned subsidiary of Cinemax and engaged in the business of Film Exhibition. Vista is an unlisted company.
5. **Growel Entertainment Limited** (hereinafter called 'Growel') is a wholly owned subsidiary of Cinemax and primarily holds investment in Nikmo Entertainment Limited. Growel is an unlisted company.
6. **Nikmo Entertainment Limited** (hereinafter called 'Nikmo') is a wholly owned subsidiary of Growel and is engaged in the business of Film Exhibition. Nikmo is an unlisted company.
7. **Odeon Shrine Multiplex Limited** (hereinafter called 'Odeon') is a wholly owned subsidiary of Cinemax and is engaged in the business of Film Exhibition. Odeon is an unlisted company.
8. **Cinemax Motion Pictures Limited** (hereinafter called 'Cinemax Motion') is a wholly owned subsidiary of Cinemax and engaged in the business of Film Distribution.

Note: Vista, Growel, Nikmo, Odeon and Cinemax Motion are collectively referred to as 'Subsidiaries of Cinemax' for the purpose of this Composite Scheme of Amalgamation.

(B) RATIONALE FOR THE COMPOSITE SCHEME OF AMALGAMATION

This Composite Scheme of Amalgamation (hereinafter called 'the Scheme') has been propounded under Sections 391 to 394 and other applicable provisions, if any, of the Companies Act, 1956 having the following parts:

1. **Amalgamation of Subsidiaries of Cinemax with Cinemax;**
2. **Amalgamation of CHPL with PVR; and**

3. Amalgamation of Cinemax with PVR.

The Board of Directors of PVR, Cinemax, CHPL and the Subsidiaries of Cinemax consider that the Composite Scheme of Amalgamation would benefit the respective companies and their respective stakeholders on account of the following reasons:

1. All the aforesaid companies being considered for amalgamation under this Scheme, are subsidiaries of PVR Limited and are engaged in the similar businesses (except CHPL which is a Special Purpose Vehicle and Cinemax Motion which is engaged in Film Distribution business). Through consolidation, the synergies that exist among the entities in terms of similar businesses processes and resources can be put to the best advantage of the stakeholders.
2. The proposed amalgamation will provide an opportunity to better leverage the consolidated assets & capital base, build a stronger & sustainable business, and improve the potential for further growth & expansion of the business of PVR.
3. The proposed amalgamation will bring about operational rationalization and organizational efficiency and will result in various operational synergies, by pooling and optimal utilization of various resources and thereby reducing overhead, administrative, managerial and other expenditures. The proposed amalgamation will strengthen significantly the position of PVR in the Industry in terms of assets se, revenue, business volume and market share.
4. The amalgamated entity will benefit from improved organizational capability and leadership, arising from the combination of people from PVR, Cinemax, CHPL and the Subsidiaries of Cinemax who have diverse skills, talent and vast experience to compete successfully in an increasingly competitive entertainment industry.
5. The amalgamation should result in improved capital allocation and can also help the Company in reduction of cost of financing. The amalgamated entity will improve the potential for further expansion of the businesses by way of increased borrowing strengths of the combined entity.

In consideration of the above mentioned business rationale and related benefits, this Scheme between PVR, Cinemax, CHPL and the Subsidiaries of Cinemax is being proposed in accordance with the terms set out hereunder.

PARTS OF THE COMPOSITE SCHEME OF AMALGAMATION:

This Composite Scheme of Amalgamation is divided into the following parts:

1. **PART I** - Definitions and Share Capital;
2. **PART II** - Amalgamation of the Subsidiaries of Cinemax with Cinemax;
3. **PART III** - Amalgamation of CHPL with PVR;
4. **PART IV** - Amalgamation of Cinemax with PVR;
5. **PART V** - General Terms and Conditions.

PART-I**DEFINITIONS AND SHARE CAPITAL****1. DEFINITIONS**

In this Scheme (as defined hereinafter), unless repugnant to the meaning or context thereof, the following expressions shall have the meaning mentioned herein below:

- 1.1 **"Act"** or **"The Act"** means the Companies Act, 1956 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force.
- 1.2 **"Appointed Date"** means April 01, 2013 or such other date as may be fixed or approved by the Hon'ble High Court of Delhi at New Delhi or National Company Law Tribunal or any other appropriate authority.
- 1.3 **"CHPL"** means Cine Hospitality Private Limited, a company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi-110057.
- 1.4 **"Cinemax"** means Cinemax India Limited, a company incorporated under the Act, having its registered office at 215 Atrium, 10th Floor, Opposite Divine School, J.B. Nagar, Andheri Kurla Road, Andheri-East Mumbai - 400093. Further in accordance with the provisions of the Act, Cinemax is in the process of shifting the registered office from Mumbai in the State of Maharashtra to 61, Basant Lok, Vasant Vihar, New Delhi - 110057 which is pending with the Regional Director, Western Region, Mumbai.
- 1.5 **"Cinemax Motion"** means Cinemax Motion Pictures Limited, a company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi-110057.
- 1.6 **"Effective Date"** means the date on which certified copy(s) of the Order of the Hon'ble High Court of Delhi at New Delhi or National Company Law Tribunal or any other appropriate authority under Sections 391 to 394 of the Act sanctioning this Scheme are filed with the Registrar of Companies, NCT of Delhi and if filed on different dates, the last of the dates.
- 1.7 **"Growel"** means Growel Entertainment Limited, a company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi-110057.
- 1.8 **"High Court"** or **"Court"** means the High Court of Delhi at New Delhi.
- 1.9 **"NCLT"** means National Company Law Tribunal. NCLT is not yet formed due to pending notification of the Companies Amendment Act, 2002. On formation, NCLT shall have the powers to discharge matters pending before the High Court then.
- 1.10 **"Nikmo"** means Nikmo Entertainment Limited, a company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi-110057.
- 1.11 **"Odeon"** means Odeon Shrine Multiplex Limited, a company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi-110057.

- 1.12 **"PVR"** means PVR Limited, a company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi - 110057.
- 1.13 **"Record Date"** means:
For the purposes of Part IV of this Scheme, date to be fixed by the Board of Directors of Cinemax and PVR for the purpose of determining the members of Cinemax to whom shares will be allotted pursuant to Clause 31 of this Scheme.
- 1.14 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Composite Scheme of Amalgamation, in its present form or with any modifications) made or to be made and approved under Clause 44 of this Scheme.
- 1.15 **"Subsidiaries of Cinemax"** means Vista, Growel, Nikmo, Odeon and Cinemax Motion.
- 1.16 **"Vista"** means Vista Entertainment Limited, a company incorporated Act, having its registered office at 61, Basant Lok, Vasant Vihar, New 110057.
- 1.17 In this Scheme, unless the context otherwise requires:
- a) references to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
 - b) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
 - c) words in the singular shall include the plural and vice versa;
 - d) any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date; and
 - e) 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, including any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 2.1 The Scheme set out herein in its present form or with any modification(s) approved or directed by the High Court or NCLT or any other appropriate authority shall be effective from the Appointed Date but shall be operative from the Effective Date.

Part II of the Scheme shall take effect and be operative prior to coming into effect of Part III of the Scheme; and

Part III of the Scheme shall take effect and be operative prior to coming into effect of Part IV of the Scheme.

3. SHAKE CAPITAL

3.1 The Share Capital of PVR as per the Audited Balance Sheet as at March 31,2013 is as under:

Particulars	As at March 31, 2013 (Rs.)
Authorized Share Capital	
6,10,00,000 Equity Shares of Rs.10/- each	61,00,00,000
Total	61,00,00,000
Issued, Subscribed and Paid-up	
3,96,16,995 Equity Shares of Rs. 10/- each fully paid up	39,61,69,950
Total	39,61,69,950

Subsequent to the Balance Sheet date, there has been no change in the issued, subscribed and paid-up capital of PVR.

3.2 The Share Capital of Cinemax as per the Audited Balance Sheet as at March 31, 2013 is as under:

Particulars	As at March 31, 2013 (Rs.)
Authorized Share Capital	
4,00,00,000 Equity Shares of Rs. 5/- each	20,00,00,000
Total	20,00,00,000
Issued, Subscribed and Paid-up	
2,80,00,000 Equity Shares of Rs. 5/-each fully paid up	14,00,00,000
Total	14,00,00,000

Subsequent to the Balance Sheet date, there has been no change in the issued, subscribed and paid-up capital of Cinemax.

- 3.3 The Share Capital of CHPL as per the Audited Balance Sheet as at March 31, 2013 is as under:

Particulars	As at March 31, 2013 (Rs.)
Authorized Share Capital	
1,10,00,000 Equity Shares of Rs.10/- each	11,00,00,000
Total	11,00,00,000
Issued, Subscribed and Paid-up	
1,02,60,000 Equity Shares of Rs.10/-each fully paid up	10,26,00,000
Total	10,26,00,000

Subsequent to the Balance Sheet date, there has been no change in the issued, subscribed and paid-up capital of CHPL.

- 3.4 The Share Capital of the Subsidiaries of Cinemax as per Audited Balance sheet as at March 31, 2013 is as under:

A. Vista

Particulars	As at March 31, 2013 (Rs.)
Authorized Share Capital	
1,10,000 Equity Shares of Rs.100/- each	1,10,00,000
Total	1,10,00,000
Issued, Subscribed and Paid-up	
1,01,000 Equity Shares of Rs.100/-each fully paid up	1,01,00,000
Total	1,01,00,000

Subsequent to the Balance Sheet date, there has been no change in the issued, subscribed and paid-up capital of Vista.

B. Growel

Particulars	As at March 31, 2013 (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	
50,000 Equity Shares of Rs.10/-each fully paid up	5,00,000
Total	5,00,000

Subsequent to the Balance Sheet date, there has been no change in the issued, subscribed and paid-up capital of Growel.

C. Nikmo

Particulars	As at March 31, 2013 (Rs.)
Authorized Share Capital	
2,50,000 Equity Shares of Rs.10/- each	25,00,000
Total	25,00,000
Issued, Subscribed and Paid-up	
50,000 Equity Shares of Rs.10/- each fully paid up	5,00,000
Total	5,00,000

Subsequent to the Balance Sheet date, there has been no change in the issued, subscribed and paid-up capital of Nikmo.

D. Odeon

Particulars	As at March 31, 2013 (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	
50,000 Equity Shares of Rs.10/- each fully paid up	5,00,000
Total	5,00,000

Subsequent to the Balance Sheet date, there has been no change in the issued, subscribed and paid-up capital of Odeon.

E. Cinemas Motion

Particulars	As at March 31, 2013 (Rs.)
Authorized Share Capital	
1,50,000 Equity Shares of Rs.10/- each	15,00,000
Total	15,00,000
Issued, Subscribed and Paid-up	
50,000 Equity Shares of Rs.10/- each fully paid up	5,00,000
Total	5,00,000

Subsequent to the Balance Sheet date, there has been no change in the issued, subscribed and paid-up capital of Cinemas Motion.

PART-II**AMALGAMATION OF SUBSIDIARIES OF CINEMAX WITH CINEMAX****4. TRANSFER AND VESTING OF BUSINESS AND UNDERTAKING**

- 4.1 With effect from the Appointed Date or such other date as may be fixed or approved by the High Court or NCLT or any other appropriate authority and upon the Scheme becoming effective, the entire business and whole of the undertaking(s) of the Subsidiaries of Cinemax shall, pursuant to the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, and pursuant to the order of the High Court or NCLT or other appropriate authority, if any, sanctioning the Scheme, shall without any further act, deed, matter or thing, stand transferred to and vested in and / or deemed to be transferred to and vested in Cinemax, as a going concern, so as to become the properties and liabilities of Cinemax within the meaning of Section 2(1B) of the Income-Tax Act, 1961.
- 4.2 Without prejudice to the generality of the above said Clause:
- 4.2.1 With effect from the Appointed Date, all the assets, rights and properties of the Subsidiaries of Cinemax (whether movable or immovable, tangible or intangible) of whatsoever nature including but not limited to computers and servers, computer software, investments, office premises, office equipment, electrical installations, telephones, telex, facsimile, other communication facilities, any registrations whether under Central, State or other laws, copyrights, permits, approvals, all rights or title or interest in property by virtue of any court order or decree, contractual arrangement, allotment, grant, lease, possession or otherwise, memorandum of understandings, tenancy rights, hire purchase contracts, lending contracts, permissions, incentives, tax registrations, entertainment exemptions granted to the subsidiary companies by the State Government, subsidies, grants, tax credits (including MODVAT or CENVAT, Service Tax credit, Minimum Alternate Tax ('MAT') credit), deferred tax, advance tax credit, contracts, engagements, arrangements of all kinds, rights, titles, interests, benefits and advantages of whatsoever nature and where so ever situate 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 Subsidiaries of Cinemax, industrial and other licenses, municipal and other statutory permissions, approvals including but not limited to right to use and avail electricity connections, water connections, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, all records, files, papers, computer programs, manuals, data, quotations, list of present and former vendors and suppliers, and all other rights, title, lease, interest, contracts, consent, approvals or powers of every kind, nature and descriptions whatsoever, shall under the provisions of Sections 391 to 394 of the Act and pursuant to the order of the High Court or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred to and / or deemed to be transferred to and vested in Cinemax, so as to become the properties and assets of Cinemax.

- 4.2.2 With respect to such assets and properties of the Subsidiaries of Cinemax as on the Effective Date, as are movable in nature and are capable of transfer by physical delivery or endorsement and delivery or novation and delivery, including cash in hand, the same shall be so transferred to Cinemax and deemed to have been handed over by physical delivery or by endorsement and delivery or novation and delivery, as the case may be, to Cinemax to the end and intent that the property and benefit therein passes to Cinemax with effect from the Appointed Date.
- 4.2.3 In respect of the movable assets owned by the Subsidiaries of Cinemax as on the Effective Date, other than those mentioned in Clause 4.2.2 above including actionable claims, sundry debtors, outstanding loans, advances, whether recoverable in cash or kind or for value to be received and deposits, if any, with the local and other authorities, body corporate(s), customers etc., the Subsidiaries of Cinemax shall, if so required by Cinemax, and / or Cinemax may, issue notices or intimations in such form as Cinemax may deem fit and proper, stating that pursuant to the High Court or NCLT having sanctioned this Scheme, the debt, loan, advance or other asset, be paid or made good or held on account of Cinemax, as the person entitled thereto, to the end and intent that the right of 'the Subsidiaries of Cinemax to recover or realize the same stands transferred to Cinemax and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 4.2.4 With effect from the Appointed Date and upon the Scheme becoming effective, the immovable properties standing in the books of the Subsidiaries of Cinemax, if any, and any documents of title or rights and easements in relation thereto shall be vested in and transferred to and / or be deemed to have been vested in and transferred to Cinemax without any further act, deed, matter or thing and shall belong to Cinemax. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of Cinemax. Any inchoate title or possessory title of the Subsidiaries of Cinemax shall be deemed to be the title of Cinemax.
- 4.2.5 All assets and liabilities of the Subsidiaries of Cinemax as on' the Appointed Date, and all assets and properties which are acquired by the Subsidiaries, of Cinemax on or after the Appointed Date but prior, to the Effective Date shall be deemed to be and shall become the assets and properties of Cinemax and shall under the provisions of Sections 391 to 394 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 or be deemed to be transferred to and vested in Cinemax upon the coming into effect of this Scheme pursuant to the provisions of Sections 391 to 394 of the Act, provided however that no onerous asset shall have been acquired by the Subsidiaries of Cinemax after the Appointed Date without the prior written consent of Cinemax.

- 4.3 With effect from the Appointed Date, all reserves, debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of the Subsidiaries of Cinemax shall be transferred or be deemed to have been transferred to Cinemax, to the extent they are outstanding on the Effective Date, without any further act, deed, matter, or thing and the same shall be assumed by Cinemax so as to become, on and from the Appointed Date, the liabilities' and obligations of Cinemax on same terms and conditions as were applicable to the Subsidiaries of Cinemax. Cinemax shall undertake to 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 debts, liabilities and obligations have arisen in order to give effect the provisions of this Clause.
- 4.4 Where any of the debt, liabilities (including contingent liabilities), duties and obligations of the Subsidiaries of Cinemax, as on the Appointed Date, deemed to be transferred to Cinemax, have been discharged by the Subsidiaries of Cinemax after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Cinemax, and all loans raised and used and all liabilities and obligations incurred by the Subsidiaries of Cinemax after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of Cinemax, and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or- thing shall stand transferred to Cinemax and shall become the liabilities and obligations of Cinemax on same terms and conditions as were applicable to the Subsidiaries of Cinemax. Cinemax shall undertake to 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 loans and liabilities have arisen in order to give effect to the provisions of this Clause.
- 4.5 Loans, advances and other obligations (including any guarantee, letter of credit, letter of comfort or any other instrument or arrangements which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Subsidiaries of Cinemax and Cinemax, shall stand discharged and there shall be no liability in that behalf on either party.

5. CONSIDERATION

- 5.1 The entire paid-up equity share capital of the "Subsidiaries of Cinemax" is held by Cinemax, directly or indirectly through its subsidiaries. Therefore, upon this Scheme being effective, the entire Issued, Subscribed and paid up share capital of the "Subsidiaries of Cinemax" shall, *ipso facto*, without any further application, act or deed stand cancelled on the Effective Date and no shares of Cinemax will, be issued or allotted with respect to the Equity shares held by Cinemax in the "Subsidiaries of Cinemax" in consideration for amalgamation.

6. ACCOUNTING TREATMENT

Upon the Scheme becoming effective, Cinemax shall account for the amalgamation of the Subsidiaries of Cinemax in its books of accounts with effect from the Appointed Date as per the 'Pooling of Interest Method', as described in Accounting Standard - 14 "Accounting for Amalgamations" issued by the Institute of Chartered Accountants of India, such that

- 6.1 All the assets, liabilities and debts including reserves of the Subsidiaries of Cinemax are transferred to and vested in Cinemax pursuant to the Scheme and shall be recorded by Cinemax at their respective book values as on the Appointed Date.
- 6.2 With effect from the Appointed Date and upon the Scheme becoming effective, the investments of Cinemax in the Subsidiaries of Cinemax shall stand cancelled.
- 6.3 Loans, advances, amount receivable or payable inter-se between the Subsidiaries of Cinemax and Cinemax appearing in the books of accounts of Cinemax and 'the Subsidiaries of Cinemax, if any, shall stand cancelled.
- 6.4 The difference in the value of net assets and reserves of the Subsidiaries of Cinemax to be vested in Cinemax as per Clause 6.1 above, after adjustment of the cancellation of investments of Cinemax as per Clause 6.2 above and loans, advances, amount receivable or payable as per Clause 6.3 above, would be adjusted against the Securities Premium Account of Cinemax.
- 6.5 On the Scheme becoming effective and with effect from the Appointed Date the application and reduction of the Securities Premium Account as per Clause 6.4 above, shall be effected as an integral part of the Scheme itself in accordance-with the provisions of Sections 100, 102 and 103 read with Section 78 and other applicable provisions of the Act and as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of Section 101 of the Act are not applicable. However, the order of the High Court or NCLT or any other appropriate authority sanctioning the Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction.
- 6.6 In case of any difference in the accounting policies between the Subsidiaries of Cinemax and Cinemax, the impact of the same till the Appointed Date will be adjusted in accordance with Accounting Standard - 5 "Net Profit or Loss for the Period, Prior Period Items and Changes in Accounting Policies" to ensure that the financial statements of Cinemax reflect the financial position on the basis of consistent accounting policy.
- 7. INCREASE IN AUTHORISED SHARE CAPITAL OF CINEMAX**
- 7.1 Upon the Scheme becoming effective, the authorized share capital of Cinemax, in terms of its Memorandum of Association and Articles of Association, shall automatically stand enhanced without any further act, instrument or deed on the part of Cinemax, by the authorized share capital of the Subsidiaries of Cinemax, and the Memorandum of Association and Articles of Association of Cinemax (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and consent of all the shareholders-to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolution(s) under Section 16, 31,94 and 394 and other applicable provisions of the Act would be required to be separately passed and for this purpose the stamp duty and fee paid on the authorized share capital of the Subsidiaries of Cinemax shall be utilized and applied to the increased author share capital of Cinemax and no extra stamp duty and / or fee shall be payable Cinemax for increase in the authorized share capital to that extent.

- 7.2 Upon the Scheme becoming effective, without any further act or deed the authorized share capital of Cinemax shall stand enhanced to an amount of 21,70,00,000/- (Rupees Twenty One Crore and Seventy Lakh only) divided into 4,34,00,000. (Four Crore and Thirty Four Lakh only) equity shares of Rs. 5/- (Rupees Five) each.

The Clause V of the Memorandum of Association of Cinemax shall stand substituted to read as follows:

"The Authorized Share Capital of the Company is 21,70,00,000/- (Rupees Twenty One Crore and Seventy Lakh only) divided into 4,34,00,000 (Four Crore and Thirty Four Lakh only) equity shares of Rs. 5/- (Rupees Five) each capable of being increased in accordance -with the Companies Act 1956."

8. STAFF, WORKMEN AND EMPLOYEES

- 8.1 On the Scheme becoming effective, all staff, workmen and employees of the Subsidiaries of Cinemax in service on the Effective Date shall be deemed to have become staff, workmen and employees of Cinemax with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with Cinemax shall be the same as their existing terms of employment in the Subsidiaries of Cinemax on the Effective Date.
- 8.2 It is expressly provided that, on the Scheme becoming effective, Provident Fund, Gratuity Account, Superannuation Fund or any other Special Fund or Trusts' created or existing for the benefit of the staff, workmen and employees of the Subsidiaries of Cinemax shall be transferred to and shall get consolidated with the corresponding funds or account of Cinemax. Cinemax shall have the obligation to make contributions to the said Fund or account or Funds or accounts in accordance with the provisions thereof or as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Subsidiaries of Cinemax in relation to such Fund or account or Funds or accounts shall become those of Cinemax. It is clarified that the services of the staff, workmen and employees of the Subsidiaries of Cinemax will be treated as having been continuous for the purpose of the said Fund or account or Funds or accounts. Until such time that Cinemax creates or arranges for its own funds or accounts, Cinemax may, subject to necessary approvals and permissions, if any, continue to make contributions pertaining to the employees or the Subsidiaries of Cinemax to the relevant fund or accounts of the Subsidiaries of Cinemax. Such contributions and other balances pertaining to the employees of the Subsidiaries of Cinemax shall be transferred to the funds or accounts by Cinemax on creation of relevant funds or arrangements or account by Cinemax.

9. LEGAL PROCEEDINGS

- 9.1 All legal proceedings of whatsoever nature by or against the Subsidiaries of Cinemax, pending and / or arising on or after the Appointed Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in the Scheme but shall be continued and enforced by or against Cinemax as the case may be, in the manner and to the same extent as would or might have been continued and enforced by or against the Subsidiaries of Cinemax.

- 9.2 Cinemax undertakes to have all legal and / or other proceedings initiated by or against the Subsidiaries of Cinemax referred to in Clause 9.1 above, transferred in its name and to have the same continued, prosecuted and enforced by or against Cinemax, to the exclusion of the Subsidiaries of Cinemax.

10. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC

- 10.1 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance policies, indemnities, guarantees and other instruments of whatsoever nature in relation to the Subsidiaries of Cinemax, or to the benefit of which the Subsidiaries of Cinemax may be eligible, and which are subsisting or having effect on or immediately before the Effective Date, shall be in full force and effect, on or against or in favour of Cinemax and may be enforced as fully and effectually as if, instead of the Subsidiaries of Cinemax, Cinemax had been a party or beneficiary or obligee thereto.
- 10.2 With effect from the Appointed Date and upon the Scheme becoming effective, all rights and licenses relating to copyrights, trademarks, know-how, technical, know-how, trade names, descriptions, trading style, franchises, labels, label designs, logos, emblems, and items of such nature, colour schemes, utility models, holograms, bar codes, designs, patents, privileges and any rights, title or interest in intellectual property rights in relation to the Subsidiaries of Cinemax, to which the Subsidiaries of Cinemax is a party or to the benefit of which the Subsidiaries of Cinemax may be entitled or eligible, shall be in full force and effect, on or against or in favour of, Cinemax as the case may be, and may be enforced as fully and effectually as if, instead of the Subsidiaries of Cinemax, Cinemax had been a party or beneficiary or obligee thereto.
- 10.3 Cinemax shall be entitled to the benefit of all insurance policies which have been issued in respect of the Subsidiaries of Cinemax and the name of Cinemax shall be substituted as "Insured" in the policies as if Cinemax was initially a party.
- 10.4 With effect from the Appointed Date and upon the Scheme becoming effective all permits including operating permits, quotas, rights, entitlements, licenses including those relating to tenancies, trademarks, patents, copyrights, privileges, facilities of every kind and description of whatsoever nature in relation of the Subsidiaries of Cinemax, and all rights relating thereto to the benefit of which /the Subsidiaries of Cinemax may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect in favour of or against Cinemax, and 'may be enforced fully and effectually as if, instead of the Subsidiaries of Cinemax, Cinemax had been a beneficiary or oblige thereto.
- 10.5 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions, approvals, exemption schemes, entertainment tax exemptions, or consents required to carry on operations in the Subsidiaries of Cinemax, respectively, shall stand vested in or transferred to Cinemax without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of Cinemax. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and

consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Subsidiaries of Cinemax shall vest in and become available to Cinemax pursuant to the Scheme.

- 10.6 Cinemax, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to the Subsidiaries of Cinemax to which the Subsidiaries of Cinemax is a party in order to give formal effect to the above provisions. Cinemax shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Subsidiaries of Cinemax and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Subsidiaries of Cinemax.

11. OTHER ENTITLEMENTS

- 11.1 All cheques and other negotiable instruments, payment orders received in the name of the Subsidiaries of Cinemax after the Effective Date shall be accepted by the bankers of Cinemax and credited to the account of Cinemax. Similarly, the bankers of Cinemax shall honour cheques issued by the Subsidiaries of Cinemax for payment after the Effective Date.
- 11.2 Upon the coming into effect of this Scheme the resolutions, if any of the Subsidiaries of Cinemax, which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of Cinemax and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in Cinemax.

12. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

With effect from the Appointed Date and up to and including the Effective Date:-

- 12.1 The Subsidiaries of Cinemax 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 High Court; or
 - (b) if the same is expressly permitted by this Scheme; or
 - (c) if the prior written consent of the Board of Directors of Cinemax has been obtained.
- 12.2 The Subsidiaries of Cinemax 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 of the Subsidiaries of Cinemax for and on account of, and in trust for Cinemax.
- 12.3 All profits and cash accruing to or losses arising or incurred (including the effect of taxes, if any, thereon), by the Subsidiaries of Cinemax, shall for all purposes, be treated as the profits or cash or losses, of Cinemax.

- 12.4 All accretions and depletions to the Subsidiaries of Cinemax shall be for and on account of Cinemax.
- 12.5 Any of the rights, powers, authorities, privileges, attached, related or pertaining to or exercised by the Subsidiaries of Cinemax shall be deemed to have been exercised by the Subsidiaries of Cinemax for and on behalf of, and in trust for and as an agent of Cinemax. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Subsidiaries of Cinemax that have been undertaken or discharged by the Subsidiaries of Cinemax, shall be deemed to have been undertaken for and on behalf of and as an agent for Cinemax.
- 12.6 As and from the Appointed Date and till the Effective Date:
- 12.6.1 All assets and properties of the Subsidiaries of Cinemax as on the date immediately preceding the Appointed Date, and all assets and properties relating thereto, which are acquired by the Subsidiaries of Cinemax in or after the Appointed Date, in accordance with this Scheme, shall without any further act or deed be deemed to be the assets and properties of Cinemax.
- 12.6.2 All reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on the Appointed Date and all reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations relating thereto which arise or accrue to the Subsidiaries of Cinemax, on or after the Appointed Date in accordance with this Scheme, shall be deemed to be the reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of Cinemax.
- 12.7 The Subsidiaries of Cinemax shall not vary the terms and conditions of service of its employees except in the ordinary course of its business.

13. SAYING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations of the Subsidiaries of Cinemax, pursuant to this Scheme, and the continuance of the legal proceedings by or against Cinemax shall not affect any transactions or proceedings already completed by the Subsidiaries of Cinemax, on and after the Appointed Date, to the end and intent that Cinemax accepts all acts, deeds and things done and executed by and / or on behalf of the Subsidiaries of Cinemax, as acts, deeds and things done and executed by and / or on behalf of Cinemax.

14. COMPLIANCE WITH SECTION 2(1B) OF THE INCOME-TAX. ACT, 1961

The provisions of this Scheme as they relate to the amalgamation of Subsidiaries of Cinemax into and with Cinemas have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961, If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

15. TREATMENT OF TAXES

- 15.1 It is expressly clarified that upon the Scheme becoming effective all taxes payable by the Subsidiaries of Cinemax from the Appointed Date onwards shall be treated as the tax liability of Cinemax. Similarly all credits for tax deduction at source on income of the Subsidiaries of Cinemax shall be given to Cinemax; or obligation for deduction of tax at source on any payment made by or to be made by Cinemax shall be made or deemed to have been made and duly complied with if so made by the Subsidiaries of Cinemax. Similarly any advance tax payment required to be made by specified due dates in the tax laws shall also be deemed to have been made correctly if so made by Subsidiaries of Cinemax.
- 15.2 All taxes of any nature, duties, cesses or any other like payment or deductions made by the Subsidiaries of Cinemax to any statutory authorities such as Incline Tax, Sales Tax, Service Tax etc. or any tax deduction or collection at source, relating to the period after the Appointed Date up to the Effective Date shall, be deemed to have been on account of or paid by Cinemax and the relevant authorities shall be bound to transfer to the account of and give credit for the same to Cinemax upon the passing of the orders on this Scheme by the High Court and upon relevant proof and documents being provided to the said authorities.
- 15.3 Upon the Scheme becoming effective, Cinemax is also expressly permitted to revise its income tax, withholding tax, service tax, sales tax/ value added tax and other statutory returns and filings under the tax laws notwithstanding that the period of filing/ revising such returns may have lapsed and to claim refunds, advance tax and withholding tax credits, etc, pursuant to the provisions of this Scheme. Cinemax shall be entitled to refund and/or set off all amounts paid by either of the Subsidiaries of Cinemax or Cinemax under Income Tax, value Added Tax or any other disputed amount under appeal, if any, upon this scheme being effective.

16. DISSOLUTION OF SUBSIDIARIES OF CINEMAX

On the Scheme becoming effective, the Subsidiaries of Cinemax shall without any further act or deed stand dissolved without being wound up.

PART-III**AMALGAMATION OF CHPL WITH PVR****17. TRANSFER AND VESTING OF BUSINESS AND UNDERTAKING**

17.1 With effect from the Appointed Date or such other date as may be fixed or approved by the High Court or NCLT or any other appropriate authority and upon the Scheme becoming effective, the entire business and whole of undertakings) of CHPL shall, pursuant to the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, and pursuant to the order of the High Court or NCLT or other appropriate authority, if any, sanctioning the Scheme, shall without any further act, deed, matter or thing, stand transferred to and vested in and / or deemed to be transferred to and vested in PVR, as a going concern, so as to become the properties and liabilities of PVR within the meaning of Section 2(1B) of the Income Tax Act, 1961.

17.2 Without prejudice to the generality of the above said Clause:

17.2.1 With effect from the Appointed Date, all the assets, rights and properties of CHPL (whether movable or immovable, tangible or intangible) of whatsoever nature including but not limited to computers and servers, computer software, investments, office premises, office equipment, electrical installations, telephones, telex, facsimile, other communication facilities, any registrations whether under Central, State or other laws, copyrights, permits, approvals, all rights or title or interest in property by virtue of any court order or decree, contractual arrangement, allotment, grant, lease, possession or otherwise, memorandum of understandings, tenancy rights, hire purchase contracts, lending contracts, permissions, incentives, tax registrations, subsidies, grants, tax credits (including MODVAT or CENVAT, Service Tax credit, MAT credit), advance tax credit, contracts, engagements, arrangements of all kinds, rights, titles, interests, benefits and advantages of whatsoever nature and where so ever situate 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 CHPL, industrial and other licenses, municipal and other statutory permissions, approvals including but not limited to right to use and avail electricity connections, water connections, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, all records, files, papers, computer programs, manuals, data, quotations, list of present and former vendors and suppliers, and all other rights, title, lease, interest, contracts, consent, approvals or powers of every kind, nature and descriptions whatsoever, shall under the provisions of Sections 391 to 394 of the Act and pursuant to the order of the High Court or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred and / or deemed to be transferred to and vested in PVR, so as to become the properties and assets of PVR.

17.2.2 With respect to such assets and properties of CHPL as on the Effective Date, as are movable in nature, and are capable of transfer by physical delivery or endorsement and

delivery or novation and delivery, including cash in hand, the same, shall be so transferred to PVR and deemed to have been handed over-by physical delivery or by endorsement and delivery or novation and delivery, as the case may be, to PVR to the end and intent that the property and benefit therein passes to PVR with effect from the Appointed Date.

- 17.2.3 In respect of the movable assets owned by CHPL as on the Effective Date, other than those mentioned in Clause 17.2.2 above, including actionable claims, sundry debtors, outstanding loans, advances, whether recoverable in cash or kind or for value to be received and deposits, if any, with the local and other authorities, body corporate(s), customers etc., CHPL shall, if so required by PVR, and / or PVR may, issue notices or intimations in such form as PVR may deem fit and proper, stating that pursuant to the High Court or NCLT having sanctioned this Scheme, the debt, than advance or other asset, be paid or made good or held on account of PVR, as the person entitled-thereto, to the end and intent that the right of CHPL to recover or realize the same stands transferred to PVR and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 17.2.4 With effect from the Appointed Date and upon the Scheme becoming effective, the immovable properties standing in the books of CHPL, if any, and any documents of title or rights and easements in relation thereto shall be vested in and transferred to and / or be deemed to have been .vested in and transferred to PVR without any further act, deed, matter or thing and shall belong to PVR. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of PVR. Any inchoate title or possessory title of CHPL shall be deemed to be the title of PVR.
- 17.2.5 All assets and liabilities of CHPL as on the Appointed Date, whether or not included in the books of CHPL, and all assets and properties which are acquired by CHPL on or after the Appointed Pate but prior to the Effective Date shall be deemed to be and shall become the assets and properties of PVR and shall under the provisions of Sections 391 to 394 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 or be deemed to be transferred to and vested in PVR upon the coming into effect of this Scheme pursuant to the provisions of Sections 391 to 394 of the Act, provided however that no onerous asset shall have been acquired by CHPL after the Appointed Date without the prior written consent of PVR.
- 17.3 With effect from the Appointed Date, all debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of CHPL shall be transferred or be deemed to have been transferred to PVR, to the extent they are outstanding on the Effective Date, without any further act, deed, matter or thing and the same shall be assumed by PVR, so as to become, on and from the Appointed Date, the liabilities and obligations-of PVR on same terms and conditions as were applicable to CHPL. PVR shall undertake to 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 debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.

- 17.4 Where any of the debt, liabilities (including contingent liabilities), duties and obligations of CHPL, as on the Appointed Date, deemed to be transferred to PVR, have been discharged by CHPL after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of PVR, and all loans raised and used and all liabilities and obligations incurred by CHPL after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of PVR, and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing shall stand transferred to PVR and shall become the liabilities and obligations of PVR on same terms and conditions as were applicable to CHPL. PVR shall undertake to 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 loans and liabilities have arisen in order to give effect to the provisions of this Clause.
- 17.5 Loans, advances and other obligations (including any guarantee, letter of credit, letter of comfort or any other instrument or arrangements which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between CHPL and PVR, shall stand discharged and there shall be no liability in that behalf on either party.

18. CONSIDERATION

- 18.1 The entire paid-up equity share capital of CHPL is held by PVR. Therefore, upon this Scheme being effective, the entire Issued, Subscribed and paid up share capital of CHPL shall, ipso facto, without any further application, act or deed stand cancelled on the Effective Date and no shares of PVR will be issued or allotted with respect to the Equity shares held by PVR in CHPL in consideration for amalgamation.

19. ACCOUNTING TREATMENT

Upon the Scheme becoming effective, PVR shall account for the amalgamation of CHPL in its books of accounts with effect from the Appointed Date as per the 'Purchase Method, as described in Accounting Standard - 14 "Accounting for Amalgamations" issued by the Institute of Chartered Accountants of India, such that:

- 19.1 All the assets and liabilities (including intangible not recorded) excluding reserves (other than statutory reserves, if any) of CHPL are transferred to and vested in PVR, pursuant to the Scheme and shall be recorded by PVR, at their respective fair values as on the Appointed Date.
- 19.2 With effect from the Appointed Date and upon the Scheme becoming effective, the investments of PVR in CHPL shall stand cancelled.
- 19.3 Loans, advances, amount receivable or payable inter-se between PVR and CHPL appearing in the books of accounts PVR and CHPL, if any, shall stand cancelled.

- 19.4 The difference in the fair value of the net assets of CHPL to be vested in PVR as Clause 19.1 above, after adjustment of the cancellation of investment of PVR as per Clause 19.2 and loans, advances, amount receivable or payable as per Clause above would be debited to Goodwill or credited to Capital Reserve as the case, may be.
- 19.5 In case of any difference in accounting policy between CHPL and PVR, the impact of the same till the Appointed Date would be debited to Goodwill or credited to Capital Reserve, as the case may be, to ensure that the financial statements of .PVR reflect the financial position on the basis of consistent accounting policy.

20. INCREASE IN AUTHORISED SHARE CAPITAL OF PVR

- 20.1 Upon the Scheme becoming effective, the authorized share capital of PVR, in terms of its Memorandum of Association and Articles of Association, shall automatically stand enhanced without any further act, instrument or deed on the part of PVR, by the authorized share capital of CHPL and the Memorandum of Association and Articles of Association of PVR (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and consent of all the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolutions) under Section 16, 31, 94 and 394 and other applicable provisions of the Act would be required to be separately passed and for this purpose the stamp duty and fee paid on the authorized share capital of CHPL shall be utilized and applied to. The increased authorized share capital of PVR and no extra stamp duty and / or fee shall be payable by PVR for increase in the authorized share capital to that extent
- 20.2 Upon the Scheme becoming effective, without any further act or deed, the authorized share capital of PVR shall stand enhanced to an amount of Rs. 72,00,00,000/- (Rupees Seventy Two Crore) divided into 7,20,00,000 (Seven Crore and Twenty Lakh only) equity shares of Rs.10/- (Rupees Ten) each.

The Clause V of the Memorandum of Association of PVR shall stand substituted to read as follows:

"The Authorized Share Capital of the Company is Rs. 72,00,00,000/- (Rupees Seventy Two Crore) divided into 7,20,00,000 (Seven Crore and Twenty Lakh) equity shares of Rs. 10/- (Rupees Ten) each."

21. STAFF, WORKMEN AND EMPLOYEES

- 21.1 On the Scheme becoming effective, all staff, workmen and employees of CHPL in service on the Effective Date shall be deemed to have become staff, workmen and employees of PVR with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with PVR shall be the same as their existing terms of employment in the CHPL on the Effective Date.
- 21.2 It is expressly provided that, on the Scheme becoming effective, Provident Fund, Gratuity Account, Superannuation Fund or any other Special Fund or Trusts created or existing for the

benefit of the staff, workmen and employees of CHPL shall be transferred to and shall get consolidated with the corresponding funds/or account of PVR, PVR shall have the obligation to make contributions to the said Fund or account or Funds or accounts in accordance with the provisions thereof or as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of CHPL in relation to such Fund or account or Funds or accounts shall become those of PVR. It is clarified that the services of the staff, workmen and employees of CHPL will be treated as having been continuous for the purpose of the said Fund or account or Funds or accounts. Until such time that PVR creates or arranges for its own funds or accounts, PVR may, subject to necessary approvals and permissions if any, continue to make contributions pertaining to the employees of CHPL to the relevant fund or accounts of CHPL. Such contributions and other balances pertaining to the employees of CHPL shall be transferred to the funds or accounts created by PVR on creation of relevant funds or arrangements or accounts by PVR.

22. LEGAL PROCEEDINGS

- 22.1 All legal proceedings of whatsoever nature, by or against CHPL, pending and / or arising on or after the Appointed Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against PVR as the case may be, in the manner and to the same extent as would or might have been continued and enforced by or against CHPL.
- 22.2 PVR undertakes to have all legal and / or other proceedings initiated by or against CHPL referred to in Clause 22.1 above transferred in its name and to have the same continued, prosecuted and enforced by or against PVR, to the exclusion of CHPL.

23. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC

- 23.1 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance policies, indemnities, guarantees and other instruments of whatsoever nature in relation to CHPL, or to the benefit of which CHPL may be eligible, and which are subsisting or having effect on or immediately before the Effective Date, shall be in full force and effect on or against or in favour of PVR and may be enforced as fully and effectually as if, instead of the CHPL, PVR had been a party or beneficiary or obligee thereto.
- 23.2 With effect from the Appointed Date and upon the Scheme becoming effective, all rights and licenses relating to copyrights, trademarks, know-how, technical know-how, trade names, descriptions, trading style, franchises, labels, label designs, logos, emblems, and items of such nature, colour schemes, utility models, hologram's, bar codes, designs, patents, privileges and any rights, title or interest in intellectual property rights in relation to CHPL to which CHPL is a party or to the benefit" of which CHPL may be entitled or eligible shall be in full force and effect on or against, or in favour of, PVR as the case may be, and may be enforced as fully and effectually as if, instead of CHPL, PVR had been a party or beneficiary or obligee thereto.
- 23.3 PVR shall be entitled to the benefit of all insurance policies which have been issued in respect of CHPL and the name of PVR shall be substituted as "Insured" in the policies as if PVR was initially a party.

- 23.4 With effect from the Appointed Date and upon the Scheme becoming effective, all permits including operating permits, quotas, rights, entitlements, licenses including those relating to tenancies, trademarks, patents, copyrights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to CHPL, and all rights relating thereto to the benefit of which CHPL may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect in favour of or against PVR, and may be enforced fully and effectually as if, instead of CHPL, PVR had been a beneficiary or obligee thereto.
- 23.5 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions, approvals, exemption schemes, or consents required to carry on operations in-CHPL, respectively, shall stand vested in or transferred to PVR without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of PVR. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of CHPL shall vest in and become available to PVR pursuant to the Scheme.
- 23.6 PVR, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to CHPL to which CHPL is a party in order to give formal effect to the above provisions. PVR shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of CHPL and to carry out or perform all such formalities or compliances, referred to above, on behalf of CHPL.

24. OTHER ENTITLEMENTS

- 24.1 All cheques and other negotiable instruments, payment orders received in the name of CHPL after the Effective Date shall be accepted by the bankers of PVR and credited to the account of PVR. Similarly, the banker of PVR shall honour cheques issued by CHPL for payment after the Effective Date.
- 24.2 Upon the coming into effect of this Scheme the resolutions, if any, of CHPL which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of PVR and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in PVR.

25. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

With effect from the Appointed Date and up to and including the Effective Date:

- 25.1 CHPL 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:

- (d) 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 High Court; or
- (e) if the same is expressly permitted by this Scheme; or
- (f) if the prior written consent of the Board of Directors of PVR has been obtained.

25.2 CHPL 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 of CHPL for and on account of, and in trust for PVR.

25.3 All profits and cash accruing to or losses arising or incurred (including the effect of taxes if any thereon), by CHPL, shall for all purposes, be treated as the profits or cash or losses, of PVR.

25.4 All accretions and depletions to CHPL shall be for and on account of PVR,

25.5 Any of the rights, powers, authorities, privileges, attached, related or pertaining to or exercised by CHPL shall be deemed to have been exercised by CHPL for and on behalf of, and in trust for and as an agent of PVR. Similarly, any of the obligations, duties and commitments attached, related or pertaining to CHPL that have been undertaken or discharged by CHPL, shall be deemed to have been undertaken for and on behalf of and as an agent for PVR.

25.6 As and from the Appointed Date and till the Effective Date:

25.6.1 All assets and properties of CHPL as on the date immediately preceding the Appointed Date, whether or not included in the books of CHPL and all assets and properties relating thereto, which are acquired by; CHPL on or after the Appointed Date, in accordance with this Scheme, shall without any further act or deed be deemed to be the assets and properties of PVR.

25.6.2 All reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on the Appointed Date, whether or not provided in the books of CHPL, and all reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, debts and obligations relating thereto which arise or accrue to CHPL, on or after the Appointed Date in accordance with this Scheme, shall be deemed to be the reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of PVR.

25.7 CHPL shall not vary the terms and conditions of service of its employees except in the ordinary course of its business.

26. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations of CHPL, pursuant to this Scheme, and the continuance of the legal proceedings by or against PVR shall not affect any transactions or proceedings already completed by CHPL, on and after the Appointed Date, to the end and intent that PVR accepts all acts, deeds and things done and executed by and / or on behalf of CHPL, as acts, deeds and things done and executed by and / or on behalf of PVR.

27. COMPLIANCE WITH SECTION 2(1B) OF THE INCOME-TAX ACT, 1961

The provisions of this Scheme as they relate to the amalgamation of Subsidiaries of Cinemax into and with Cinemax have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income tax Act, 1961. Such modification will however, not affect the other parts of the Scheme.

28. TREATMENT OF TAXES

- 28.1 It is expressly clarified that upon the Scheme becoming effective all taxes payable' by CHPL from the Appointed Date onwards shall be treated as the tax liability of PVR. Similarly all credits for tax deduction at source on income of CHPL shall be given to PVR; or obligation for deduction of tax at source on any payment, made by or to be made by PVR shall be made or deemed to have been made and duly complied with if so made by CHPL. Similarly any advance tax payment required to be made by specified due dates in the tax laws shall also be deemed to have been made correctly if so made by CHPL.
- 28.2 All taxes of any nature, duties, cesses or any other like payment or deductions made by CHPL to any statutory authorities such as Income Tax, Sales Tax, Service Tax etc. or any tax deduction or collection at source, relating to the period after the Appointed Date up to the Effective Date shall be deemed to have been on account of or paid by PVR and the relevant authorities shall be bound to transfer to the account of and give credit for the same to PVR upon the passing of the orders on this Scheme by the High Court and upon relevant proof and documents being provided to the said authorities.
- 28.3 Upon the Scheme becoming effective, PVR is also expressly permitted to revise its income tax, with holding tax, service tax, sales tax/ value added tax and other statutory returns and filings under the tax laws notwithstanding that the period of filing/ revising such returns may have lapsed and to claim refunds, advance tax and withholding tax credits, etc, pursuant to the provisions of this Scheme. PVR shall be entitled to refund and/or set off all amounts paid by either of CHPL or PVR under Income Tax, value Added Tax or any other disputed amount under appeal, if any, upon this scheme being effective.

29. DISSOLUTION OF CHPL

On the Scheme becoming effective, CHPL shall without any further act or deed stand dissolved without being wound up.

PART-IV**AMALGAMATION OF CINEMAX WITH PVR****30. TRANSFER AND VESTING OF BUSINESS AND UNDERTAKING**

30.1 With effect from the Appointed Date or such other date as may be fixed or approved by the High Court or NCLT or any other appropriate authority and upon the Scheme becoming effective, the entire business and whole of undertaking(s) of Cinemax shall, pursuant to the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, and pursuant to the order of the High Court or NCLT or other appropriate authority, if any, sanctioning the Scheme, shall without any further act, deed, matter or thing, stand transferred to and vested in and / or deemed to be transferred to and vested in PVR, as a going concern, so as to become the properties and liabilities of PVR within the meaning of Section 2(1B) of the Income Tax Act, 1961.

30.2 Without prejudice to the generality of the above said Clause:

30.2.1 With effect from the Appointed Date, all the assets, rights and properties of Cinemax (whether movable or immovable, tangible or intangible) of whatsoever nature including but not limited to computers and servers, computer software, investments, office premises, office equipment, electrical installations, telephones, telex, facsimile, other communication facilities, any registrations whether under Central, State or other laws, copyrights, permits, approvals, all rights or title or interest in property by virtue of any court order or decree, contractual arrangement, allotment, grant, lease, possession or otherwise, memorandum of understandings, tenancy rights, hire purchase contracts, lending contracts, permissions, incentives, tax registrations, subsidies, grants, tax credits (including MODVAT or CBNVAT, Service Tax credit, MAT credit), deferred tax, advance tax credit, contracts, engagements, arrangements of all kinds, rights, titles, interests, benefits and advantages of whatsoever nature including entertainment tax exemptions whether in the name of Cinemax or subsidiary companies of Cinemax and where so ever situate 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 Cinemax, industrial and other licenses, municipal and other statutory permissions, approvals including but not limited to right to use and avail electricity connections, water connections, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, all records, files, papers, computer programs, manuals, data, quotations, list of present and former vendors and suppliers, and all other rights, title, lease, interest, contracts, consent, approvals or powers of every kind, nature and descriptions whatsoever, shall under the provisions of Sections 391 to 394 of the Act and pursuant to the order of the High Court or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred and / or deemed to be transferred to and vested in PVR, so as to become the properties and assets of PVR.

- 30.2.2 With respect to such assets and properties of Cinemax as on the Effective Date, as are movable in nature and are capable of transfer by physical delivery or endorsement and delivery or novation and delivery, including cash in hand, the same shall be or transferred to PVR and deemed to have been handed over by physical delivery or by endorsement and delivery or novation and delivery, as the case may be, to PVR to the end and intent that the property and benefit, therein passes to PVR with effect from the Appointed Date.
- 30.2.3 In respect of the movable assets owned by Cinemax as on the Effective Date, other than those mentioned in Clause 30.2.2 above, including actionable claims, sundry debtors, outstanding loans, advances, whether, recoverable in cash or kind or for value to be received and deposits, if any, with the local and other authorities, body corporate(s), customers etc., Cinemax shall, if so required by PVR, and / or PVR may, issue notices or intimations in such form as PVR may deem fit and proper, stating that pursuant to the High Court or NCLT having sanctioned this Scheme the debt, loan, advance or other asset, be paid or made good or held on account of PVR, as the person entitled thereto, to the end and intent that the right of Cinemax to recover or realize the same stands transferred to PVR and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 30.2.4 With effect from the Appointed Date and upon the Scheme becoming effective, the immovable properties standing in the books of Cinemax, if any, and any documents of title or rights and easements in relation thereto shall without any further act, deed, matter or thing be vested in and transferred to and / or be deemed to have been vested in and transferred' to PVR and shall belong to PVR. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of PVR. Any inchoate title or possessory title of Cinemax shall be deemed to be the title of PVR.
- 30.2.5 All assets and liabilities of Cinemax as on the Appointed Date and all assets and properties which are acquired by Cinemax on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of PVR and shall under the provisions of Sections 391 to 394 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 or be deemed to be transferred to and vested in PVR upon the coming into effect of this Scheme pursuant to the provisions of Sections 391 to 394 of the Act, provided however that no onerous asset shall have been acquired by Cinemax after the Appointed Date without the prior written consent of PVR.
- 30.3 With effect from the Appointed Date, all reserves, debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of Cinemax shall be transferred or be deemed to have been, transferred to PVR, to the extent they are outstanding on the Effective Date, without any further act, deed, matter or thing and the same shall be assumed by PVR so as to become, on and from the Appointed Date, the liabilities and obligations of PVR on same terms and conditions as were applicable to Cinemax. PVR shall undertake to

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 debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.

- 30.4 Where any of the debt, liabilities (including contingent liabilities), duties and obligations of Cinemax, as on the Appointed Date, deemed to be transferred to PVR, have been discharged by Cinemax after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of PVR, and all loans raised and used and all liabilities and obligations incurred by Cinemax after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of PVR, and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing stand transferred to PVR and shall become, the liabilities and obligations of PVR on same terms and conditions as were applicable to Cinemax. PVR shall undertake to 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 loans and liabilities have arisen in order to give effect to the provisions of this Clause.
- 30.5 Loans, advances and other obligations (including any guarantee, letter of credit, letter of comfort or any other instrument or arrangements which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between Cinemax and PVR shall stand discharged and there shall be no liability in that behalf on either party.

31. CONSIDERATION AND ISSUE OF SHARES

- 31.1 Upon this Scheme becoming effective and in consideration for the transfer and vesting of Cinemax in PVR, PVR shall issue and allot equity shares in its share capital at par, credited as fully paid up to the extent indicated below, to the shareholders of Cinemax except PVR or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of Cinemax and approved by them whose names appear in the Register of Members on the Record Date in the following ratio:

4 equity share(s) of the face value of Rs. 10/- (Rupees Ten) each credited as fully paid up in the share capital of PVR for every 7 fully paid up equity share(s) of the face value of Rs. 5/- (Rupees Five) each held in Cinemax.

The paid-up equity share capital of the Cinemax partly held by PVR, directly or indirectly ipso facto, shall without any further act or deed stand cancelled on the Effective Date and no shares of PVR will be issued or allotted with respect to the Equity shares held by PVR directly or indirectly in Cinemax in consideration for amalgamation.

- 31.2 In case any shareholders holding in Cinemax is such that the shareholder becomes entitled to a fraction of an equity share in PVR, PVR shall allot fractional shares however it shall not allot any fractional share to such shareholder but shall consolidate such fractions and issue

consolidated equity shares to a separate trustee nominated by PVR in that behalf, who shall sell such shares at prevailing market prices within a reasonable time frame after the allotment and distribute the net sale proceeds by cheque (after deduction of tax and all other associated costs as applicable) to the shareholders of Cinemax in proportion to their fractional entitlements.

- 31.3 The new equity shares- in PVR to be issued to the shareholders of Cinemax pursuant to Clause 31.1 above shall be subject to the Memorandum and Articles/of Association of PVR and shall rank pari passu with the existing equity shares of PVR.
- 31.4 The shares or the share certificates of the Cinemax in relation to the shares held, by its Members shall, without any further application, act, instrument or deed be deemed to have been automatically extinguished and cancelled and be of no effect on and from the Record Date.
- 31.5 All equity shares allotted by PVR to shareholders of Cinemax shall be listed for trading on the BSE and the NSE.
- 31.6 The approval of this Scheme by the shareholders of PVR shall be deemed to 'be due compliance of the provisions -of Section 81(1 A) and other relevant and applicable provisions of the Act for the issue and allotment of Equity Shares by PVR to the shareholders of Cinemax, as provided in this Scheme.

32. ACCOUNTING TREATMENT

Upon the Scheme becoming effective, PVR shall account for the amalgamation of Cinemax in its books of accounts with effect from the Appointed Date as per the Pooling of Interest Method as described in Accounting Standard 14 "Accounting for Amalgamations" issued by the Institute of Chartered Accountants of India, such that:

- 32.1 All the assets, liabilities and debts including reserves of Cinemax are transferred to and vested in PVR, pursuant to the Scheme and shall be recorded by PVR, at their respective book values as on the Appointed Date.
- 32.2 With effect from the Appointed Date and upon the Scheme becoming effective, the investments of PVR in Cinemax (acquired pursuant to Part III of this Scheme) shall stand cancelled.
- 32.3 Loans, advances, amount receivable or payable inter-se between Cinemax and PVR appearing in the books of accounts of PVR or Cinemax, if any, shall stand cancelled.
- 32.4 The difference in the value of net assets and reserves of Cinemax to be vested in PVR as per Clause 32.1 above and issue of shares as per Clause 31.1 above after adjustment of the cancellation of investment of PVR as per Clause 32.2 and loans, advances, amount receivable or payable as per Clause 32.3 above, would be adjusted against the Securities Premium Account of PVR.
- 32.5 On the Scheme becoming effective and with effect from the Appointed Date the application and reduction of the Securities Premium Account as per Clause 32.4 above, shall be effected as an integral part of the Scheme itself in accordance with the provisions of Sections 100, 102 and 103 read with Section 78 and other applicable provisions of the Act and as the same

does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of Section 101 of the act are not applicable. However, the order of the High Court or NCLT or any other appropriate authority sanctioning the Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction.

- 32.6 In case of any difference in the accounting policies between Cinemax and PVR the impact of the same till the Appointed Date would be adjusted in accordance with Accounting Standard - 5 "Net Profit or Loss for the Period, Prior Period Items and Changes in Accounting Policies" to ensure that the financial statements of PVR reflect the financial position on the basis of consistent accounting policy.

33. INCREASE IN AUTHORISED SHARE CAPITAL OF PVR

- 33.1 Upon the Scheme becoming effective, the authorized share capital of PVR, in terms of its Memorandum of Association and Articles of Association, shall automatically stand enhanced without any further act, instrument or deed on the part of PVR, by the authorized share capital of Cinemax (including Authorized Share Capital of Subsidiaries of Cinemax consolidated with Cinemax as per Part in of this Scheme) and the Memorandum of Association and Articles of Association of PVR (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and consent of all the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolutions) under Section 16, 31, 94 and 394 and other applicable provisions of the Act would be required to be separately passed and for this purpose the stamp duty and fee paid on the authorized share capital of Cinemax shall be utilized and applied to the increased authorized share capital of PVR and no extra stamp duty and / or fee shall be payable by PVR for increase in the authorized share capital to that extent.
- 33.2 Upon the Scheme becoming effective, without any further act or deed, the authorized share capital of PVR shall stand enhanced to an amount of Rs. 93,70,00,000/- (Rupees Ninety Three Crore and Seventy Lakh) divided into 9,37,00,000 (Nine Crore and Thirty Seven Lakh) equity shares of Rs. 10/- (Rupees Ten) each.

The Clause V of the Memorandum of Association of PVR shall stand substituted to read as follows:

"The Authorized Share Capital of the Company is Rs. 93,70,00,000/- (Rupees Ninety Three Crore and Seventy Lakh) divided into 9,37,00,000 (Nine Crore and Thirty Seven Lakh) equity shares of Rs. 10/- (Rupees Ten) each."

34. STAFF, WORKMEN AND EMPLOYEES

- 34.1 On the Scheme becoming effective, all staff, workmen and employees of Cinemax in service on the Effective Date shall be deemed to have become staff, workmen and employees of PVR with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuance of service, and the terms and conditions of their employment with PVR shall same as their existing terms of employment in the Cinemax on the Effective Date.

- 34.2 It is expressly provided that, on the Scheme becoming effective, Provident Fund, Gratuity Account, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of Cinemax shall be transferred to and shall get consolidated with the corresponding funds or account of PVR. PVR shall have the obligation to make contributions to the said Fund or account or Funds or accounts in accordance with the provisions thereof or as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of Cinemax in relation to such Fund or account or Funds or accounts shall become those of PVR. It is clarified that the services of the staff, workmen and employees of Cinemax will be treated as having been continuous for the purpose of the said Fund or account or Funds or accounts. Until such time that PVR creates or arranges for its own funds or accounts, PVR may, subject to necessary approvals and permissions if any, continue to make contributions pertaining to the employees of Cinemax to the relevant fund or accounts of Cinemax. Such contributions and other balances pertaining to the employees of Cinemax shall be transferred to the funds or accounts created by PVR on creation of relevant funds or arrangements or accounts by PVR.

35. LEGAL PROCEEDINGS

- 35.1 All legal proceedings of whatsoever nature, by or against Cinemax, pending and / or arising of or after the Appointed Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against PVR as the case may be, in the manner and to the same extent as would or might have been continued and enforced' by or against Cinemax.
- 35.2 PVR undertakes to have all legal and / or other proceedings initiated by or against Cinemax referred to in Clause 35.1 above transferred in its name and to have the same continued, prosecuted and enforced by or against PVR, to the exclusion of Cinemax.

36. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC

- 36.1 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance policies, indemnities, guarantees and other instruments of whatsoever nature in relation to Cinemax, or to the benefit of which Cinemax may be eligible, and which are subsisting or having effect on or immediately before the Effective Date, shall be in full force and effect on or against or in favour of PVR and may be enforced as fully and effectually as if, instead of the Cinemax, PVR had been a party or beneficiary or obligee thereto.
- 36.2 With effect from the Appointed Date and upon the Scheme becoming effective all rights and licenses relating to copyrights, trademarks, know-how, technical know-how, trade names, descriptions, trading style, franchises, labels, label designs, logos, emblems, and items of such nature, colour schemes, utility models, holograms, bar codes, designs, patents, privileges and any rights, title or interest in intellectual property rights in relation to Cinemax to which Cinemax is a party or to the benefit of which Cinemax may be entitled or eligible shall be in full force and effect in, or against, or in favour of, PVR as the case may be, and may be enforced as fully and effectually as if, instead of Cinemax, PVR had been a party or beneficiary or obligee thereto.

- 36.3 PVR shall be entitled to the benefit of all insurance policies which have been issued in respect of Cinemax and the name of PVR shall be substituted as "Insured" in the policies as if PVR was initially a party.
- 36.4 With effect from the Appointed Date and upon the Scheme becoming effective, all permits including operating permits, quotas, rights, entitlements, licenses including those relating to tenancies, trademarks, patents, copyrights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to Cinemax, and all rights relating thereto to the benefit of which Cinemax may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect in favour of or against PVR, and may be enforced fully and effectually as if, instead of Cinemax, PVR had been a beneficiary or obligee thereto.
- 36.5 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions, approvals, exemption schemes, or consents required to carry on operations in Cinemax, respectively, shall stand vested in or transferred to PVR without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of PVR. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of Cinemax shall vest in and become available to PVR pursuant to the Scheme.
- 36.6 PVR, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to Cinemax to which Cinemax is a party in order to give formal effect to the above provisions. PVR shall, under the provisions of- this Scheme, be deemed to be authorised to execute any such writings on behalf of Cinemax and to carry out or perform all such formalities or compliances, referred to above, on behalf of Cinemax.

37. OTHER ENTITLEMENTS

- 37.1 All cheques and other negotiable instruments, payment Orders received in the name of Cinemax after the Effective Date shall be accepted by the bankers of PVR and credited to the account of PVR. Similarly, the banker of PVR shall honour cheques issued by Cinemax for payment after the Effective Date.
- 37.2 Upon the coming into effect of this Scheme the resolutions, if any, of Cinemax, which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of PVR and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added-and shall constitute the aggregate of the said limits in PVR.

38. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

With effect from the Appointed Date and up to and including the Effective Date:

- 38.1 Cinemax 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 High Court; or
- (b) if the same is expressly permitted by this Scheme; or
- (c) if the prior written consent of the Board of Directors of PVR has been obtained.

38.2 Cinemax 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 of Cinemax for and on account of, and in trust for PVR.

38.3 All profits and cash accruing to or losses arising or incurred (including the effect of taxes, if any, thereon), by Cinemax, shall for all purposes, be treated as the profits or cash, taxes or losses, of PVR.

38.4 All accretions and depletions to Cinemax shall be for and on account of PVR.

38.5 Any of the rights, powers, authorities, privileges, attached, related or pertaining to or exercised by Cinemax shall be deemed to have been exercised by Cinemax for and on behalf of, and in trust for and as an agent of PVR. Similarly, any of the obligations, duties and commitments attached, related or pertaining to Cinemax that have been undertaken or discharged by Cinemax, shall be deemed to have" been undertaken for and on behalf of and as an agent for PVR.

38.6 As and from the Appointed Date and till the Effective Date:

38.6.1 All assets and properties of Cinemax as on the date immediately preceding the Appointed Date and all assets and properties relating thereto, which are acquired by Cinemax on or after the Appointed Date, in accordance with this Scheme, shall be without any further act or deed deemed to be the assets and properties of PVR.

38.6.2 All reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on the Appointed Date and all reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations relating thereto which arise, or accrue to Cinemax, on or after the Appointed Date in accordance with this Scheme, shall be deemed to be the reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of PVR.

38.7 Cinemax shall not vary the terms and conditions of service of its employees except in the ordinary course of its business.

39. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations of Cinemax, pursuant to this Scheme, and the continuance of the legal proceedings by or against PVR shall not affect any transactions or proceedings already completed by Cinemax, on and after the Appointed Date,

to the end and intent that PVR accepts all acts, deeds and things done and executed by and / or on behalf of Cinemax, as acts, deeds and things done and executed by and / or on behalf of PVR.

40. COMPLIANCE WITH SECTION 2(1B) OF THE INCOME-TAX. ACT, 1961

The provisions of this Scheme as they relate to the amalgamation of Subsidiaries of Cinemax into and with Cinemax have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or-interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later- date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

41. TREATMENT OF TAXES

- 41.1 It is expressly clarified that upon the Scheme becoming effective all taxes payable by Cinemax from the Appointed Date onwards shall be treated as the tax liability of PVR. Similarly all credits for tax deduction at source on income of Cinemax shall be given to PVR; or obligation for deduction of tax at source on .any payment made by or to be made by PVR shall be made or deemed to have been made and duly complied with if so made by Cinemax. Similarly any advance tax payment required to be made by specified due dates in the tax laws shall also be deemed to have been made correctly if so made by Cinemax.
- 41.2 All taxes of any nature, duties, cesses or any other like payment or deductions made by Cinemax to any statutory authorities such as Income Tax, Sales Tax, Service Tax etc. or any tax deduction or collection at source, relating to the period after the Appointed Date up to the Effective Date shall be deemed to have been on account of or paid by PVR and the relevant authorities shall be bound to transfer to the account of and give credit for the same to PVR upon the passing of the orders on this Scheme by the High Court and upon relevant proof and documents being provided to the said authorities.
- 41.3 Upon the Scheme becoming effective, PVR is also expressly permitted to revise its income tax, withholding tax, service tax, sales tax/ value added tax, and other statutory returns and filings under the tax laws notwithstanding that the period of filing/ revising such returns may have lapsed and to claims refunds, advance tax and withholding tax credits, etc, pursuant to the provisions of this Scheme. PVR shall be entitled to refund and/or set off all amounts paid by either of Cinemax or PVR under Income Tax, value Added Tax or any other disputed amount under appeal; if any, upon this scheme being effective.

42. DISSOLUTION OF CINEMAX

On the Scheme becoming effective, Cinemax shall without any further act or deed stand dissolved without being wound up.

PART-V**GENERAL TERMS AND CONDITIONS****43. APPLICATION TO THE HIGH COURT OR NCLT**

PVR, Cinemax, CHPL and Subsidiaries of Cinemax shall, with all reasonable dispatch, make applications or petitions under Sections 391-394 and other applicable provisions of the Act to the High Court of Delhi at New Delhi or NCLT or any other appropriate authority, for sanction of this Scheme under the provisions of law.

44. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

PVR, Cinemax, CHPL and Subsidiaries of Cinemax, by their respective Board of Directors may assent to any modifications / amendments to the Scheme or to any conditions or limitations that the Court 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 of Directors). PVR, Cinemax, CHPL and Subsidiaries of Cinemax, by their respective Board of Directors, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, 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.

45. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- 45.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and / or creditors of PVR, Cinemax, CHPL and Subsidiaries of Cinemax, as prescribed under the Act and as may be directed by the High Court or NCLT or any other appropriate authority as may be applicable.
- 45.2 Approval and agreement by the public shareholders of the listed Companies through resolution passed through postal ballot and e-voting (after disclosure of all material facts in the explanatory statement sent to the shareholders in relation to such resolution), and the votes cast by public shareholders in favour of the proposal are more than the number of votes cast by public shareholders against it in accordance with the SEBI circular no. CIR/CFD/DIL/5/2013 issued on February 04, 2013 and SEBI circular no. CIR/CFD/DIL/8/2013 issued on May 21, 2013 subject to modification, if any, in accordance with any subsequent circulars and amendment that may be issued by SEBI from time to time.
- 45.3 The sanction of this Scheme by the High Court or NCLT or any other appropriate authority under Sections 391 to 394 and other applicable provisions, if any of the Act in favour of PVR, Cinemax, CHPL and Subsidiaries of Cinemax.
- 45.4 Certified or authenticated copy of the Order of the High Court or NCLT sanctioning the Scheme being filed with the Registrar of Companies, NCT of Delhi by PVR, Cinemax, CHPL and Subsidiaries of Cinemax respectively.

45.5 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, if any, which by law may be necessary for the implementation of this Scheme.

46. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in Clause 45 not being obtained and / or the Scheme not being sanctioned by the High Court or NCLT or such other appropriate authority, if any, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and agreed between the respective parties to this Scheme. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme unless otherwise mutually agreed.

47. SETTLEMENT OF DIFFERENCE OR ISSUE THROUGH ARBITRATION

If any doubt or difference or issue arise between the parties hereto or any of their shareholders, creditors, employees and any other as to the construction herein or as to any account, valuation or apportionment to be taken or made of any asset or liability vested under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to arbitration of a sole arbitrator appointed by the consent of all the parties and law of arbitration, as in force shall apply.

48. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of PVR, Cinemax, CHPL and /or Subsidiaries of Cinemax, arising out of or incurred in carrying out and implementing this Scheme (including in relation to issuance of shares by PVR) and matters incidental thereto, shall be borne by PVR and adjusted against the Securities Premium Account.

On the Scheme becoming effective and with effect from the Appointed Date the application and reduction of the Securities Premium Account as per Clause 48 above, shall be effected as an integral part of the Scheme itself in accordance with the provisions of Sections 100, 102 and 103 read with Section 78 and other applicable provisions of the Act and as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of Section 101 of the Act are not applicable. However, the order of the High Court or NCLT or any other appropriate authority sanctioning the Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction.

SCHEDULE-II**PART-I**

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

VISTA ENTERTAINMENT LIMITED

-TRANSFEROR COMPANY 1

	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

VISTA ENTERTAINMENT LIMITED

-TRANSFEROR COMPANY 1

S.No	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND
OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

VISTA ENTERTAINMENT LIMITED

-TRANSFEROR COMPANY 1

S.No	Particulars
1	-NIL-

For VISTA ENTERTAINMENT LIMITED

Sd/-
(PANKAJ DHAWAN)
DIRECTOR

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

GROWEL ENTERTAINMENT LIMITED

-TRANSFEROR COMPANY 1

	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

GROWEL ENTERTAINMENT LIMITED

-TRANSFEROR COMPANY 1

S.No	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND
OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

GROWEL ENTERTAINMENT LIMITED

-TRANSFEROR COMPANY 1

S.No		Particulars	
1		-NIL-	

For GROWEL ENTERTAINMENT LIMITED

Sd/-
(PANKAJ DHAWAN)
DIRECTOR

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

NIKMO ENTERTAINMENT LIMITED

-TRANSFEROR COMPANY 1

	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

NIKMO ENTERTAINMENT LIMITED

-TRANSFEROR COMPANY 1

S.No	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND
OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

NIKMO ENTERTAINMENT LIMITED

-TRANSFEROR COMPANY 1

S.No	Particulars
1	-NIL-

For NIKMO ENTERTAINMENT LIMITED

Sd/-
(PANKAJ DHAWAN)
DIRECTOR

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

ODEON SHRINE MULTIPLEX LIMITED

-TRANSFEROR COMPANY 1

	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

ODEON SHRINE MULTIPLEX LIMITED

-TRANSFEROR COMPANY 1

S.No	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND
OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

ODEON SHRINE MULTIPLEX LIMITED

-TRANSFEROR COMPANY 1

S.No	Particulars
1	-NIL-

For ODEON SHRINE MULTIPLEX LIMITED

Sd/-
(PANKAJ DHAWAN)
DIRECTOR

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

CINEMAX MOTION PICTURES LIMITED

-TRANSFEROR COMPANY 1

	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

CINEMAX MOTION PICTURES LIMITED

-TRANSFEROR COMPANY 1

S.No	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND
OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

CINEMAX MOTION PICTURES LIMITED

-TRANSFEROR COMPANY 1

S.No	Particulars
1	-NIL-

For CINEMAX MOTION PICTURES LIMITED

Sd/-
(PANKAJ DHAWAN)
DIRECTOR

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

CINEMAX INDIA LIMITED

-TRANSFEROR COMPANY 1

	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

CINEMAX INDIA LIMITED

-TRANSFEROR COMPANY 1

S.No	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND
OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

CINEMAX INDIA LIMITED

-TRANSFEROR COMPANY 1

S.No	Particulars
1	Investment in equity shares of Rs. 45,000/-

For CINEMAX INDIA LIMITED

Sd/-
(PANKAJ DHAWAN)
AUTHORISED SIGNATORY

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

CINE HOSPITALITY PRIVATE LIMITED

-TRANSFEROR COMPANY 1

	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY
OF THE TRANSFEROR COMPANY)

CINE HOSPITALITY PRIVATE LIMITED

-TRANSFEROR COMPANY 1

S.No	Situation/ Location	Area	Khasra/Taluka No.
1		NIL	

PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND
OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

CINE HOSPITALITY PRIVATE LIMITED

-TRANSFEROR COMPANY 1

S.No	Particulars
1	-NIL-

Dated this the 12th Day of February, 2014
By order of the Court.

Sd/-
Joint Registrar (Co.)
For Registrar General

IN THE HIGH COURT OF DELHI AT NEW DELHI

(ORIGINAL COMPANY JURISDICTION)

IN THE MATTER OF SCHEME OF AMALGAMATION UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956 AND THE APPLICABLE PROVISIONS OF COMPANIES ACT, 2013 (TO THE EXTENT APPLICABLE).

COMPANY PETITION NO. 243 OF 2016

Received on
Examiner Judicial Dept.
High Court of Delhi

CONNECTED WITH

COMPANY APPLICATION (MAIN) NO. 180 OF 2015

IN THE MATTER OF

BIJLI HOLDINGS PRIVATE LIMITED

61, Basant Lok, Vasant Vihar,

New Delhi – 110057

.....Petitioner / Transferor Company

WITH

PVR LIMITED

61, Basant Lok, Vasant Vihar,

New Delhi - 110057

..... Petitioner /Transferee Company



[Handwritten signatures]

certified to be True Copy

Examiner, Judicial Department
High Court of Delhi of
Authorised Under Section 78
Indian Evidence Act.

BEFORE HON'BLE MR. JUSTICE SUDERSHAN KUMAR MISRA.

ORDER RESERVED ON 09TH AUGUST, 2016.

ORDER PRONOUNCED ON 12TH AUGUST, 2016

ORDER DATED 02ND, SEPTEMBER, 2016.

ORDER UNDER SECTION 391- 394 OF THE COMPANIES ACT, 1956

The above joint petition came up for final hearing on 09/08/2016 and was pronounced on 12/08/2016 seeking sanction of the Scheme of Amalgamation of Bijli Holdings Private Limited (hereinafter referred to as the transferor company) with PVR Limited (hereinafter referred to as the transferee company).and collectively hereinafter referred to as the "Petitioner Companies" .

The Court examined the petition, the order dated 23/12/2015 passed in CA(M) 180/2015, whereby the requirement of convening and holding the meetings of Equity Shareholders of the Transferor Company (there being no Secured and Unsecured Creditor of the Transferor Company) and Secured Creditor of the Transferee Company were dispensed with; and separate meetings of Equity Shareholders and Unsecured Creditors of the Transferee Company were directed to be convened pursuant to the publication in the Newspaper namely "Business

Certified to be True Copy

**Examiner Judicial Department
Government of Delhi of
Authorized Under Section 79
Indian Evidence Act.**

Standard” English Edition and “Jansatta” Hindi Edition both dated 14/01/2016 under the supervision of the Court, for the purpose of considering and if thought fit, approving with or without modification the Scheme of Amalgamation annexed to two affidavits both dated 26/11/2015 of Mr. Pankaj Dhawan, Authorized Signatory of Petitioner Companies; Reports dated 08/03/2016, 09/03/2016 of the Chairpersons as to the result of the said meetings; and public notice of petition published in the Newspapers, namely, “Business Standard” English and “Jansatta” Hindi Edition both dated 01/04/2016 .

The Court also examined the affidavit dated 29/07/2016 of the Regional Director, Northern Region, Ministry of Corporate Affairs and approved the proposed Scheme of Amalgamation.

Upon hearing Mr. Deepak Diwan with Mr. Vinod Kumar and Ms. Himanshi Taneja, Advocates for the petitioners, Ms. Aparna Mudiam, Assistant Registrar of Companies for the Regional Director and Mr. Rajiv Bahl, Advocate for the Official Liquidator and in view of the approval of the Scheme of Amalgamation without any modification by the Shareholders and Creditors of the Petitioner Companies and in view of the report dated 25/07/2016 of the Official Liquidator stating therein

Certified to be True Copy

Examiner, Judicial Department
High Court of Delhi of
Authorised Under Section 75
Indian Evidence Act,

that the affairs of the Transferor Company do not appear to have been conducted in a manner prejudicial to the interest of its members, creditors or to public interest and there being no investigation proceedings pending in relation to the Petitioner Companies under Sections 237, 243, 250, 250A and 251 of the Companies Act, 1956 or under Sections 210, 214, 215, 216(1), (3) & (4), 217, 219, 220, 223, 224(1), (3) & (4) and 225 of the Companies Act, 2013.

THIS COURT DOTH HEREBY SANCTIONS THE SCHEME OF AMALGAMATION under Sections 391 to 394 of the Companies Act, 1956 as set forth in Schedule – I annexed hereto and doth hereby declare the same to be binding on all the Shareholders and Creditors of the Petitioner Companies and all concerned and doth approve the said Scheme of Amalgamation with effect from the appointed date i.e. 01st January, 2016.

AND THE COURT DOTH FURTHER ORDER;

- 1. That in terms of the Scheme of Amalgamation, all the property, rights and powers of the Transferor Company specified in Schedule-II hereto and all other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the

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 High Court of Delhi of
 Affidavits Under Section 78
 Indian Evidence Act.



same shall pursuant to the Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and

2. That in terms of the Scheme of Amalgamation, all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
3. That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
4. So far as the share exchange ratio is concerned, the Scheme provides that, upon coming into effect of this Scheme, the transferee company shall issue and allot equity shares to the shareholders of the transferor company in the following ratio:
"1,00,31,805 fully paid up equity shares of Rs.10/- each credited as fully paid up in the share capital of the transferee company to the members of the



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District Court of Delhi of
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transferor company in the ratio of their equity shareholding in the transferor company."

5. That the Petitioner Companies do within 30 days after the date of receipt of this formal order cause a certified copy of the same to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without undergoing the process of winding up and the concerned Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept in relation to the Transferee Company and the files relating to the said Transferor Company and Transferee Company shall be consolidated accordingly; and

6. It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty, taxes or any other charges, if payable in accordance with law; or permission/compliance with any other requirement which may be specifically required under any law; and

7. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

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 High Court of Delhi of
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SCHEME OF AMALGAMATION

BETWEEN

BIJLI HOLDINGS PRIVATE LIMITED

AND

PVR LIMITED

(UNDER SECTION 391-394 OF THE COMPANIES ACT, 1956)

PREAMBLE

(A) BACKGROUND AND DESCRIPTION OF COMPANIES

1. **Bijli Holdings Private Limited** (the Amalgamating Company hereinafter called to as '**Bijli Holdings**') was incorporated on 23rd May 2012, under the Companies Act, 1956, with the Registrar of Companies, NCT of Delhi & Haryana. The registered office of the Company is situated at 61, Basant Lok, Vasant Vihar, New Delhi-110057. Bijli Holding holds shares of PVR Limited and it is not listed on any stock exchange. The entire share capital and management control of Bijli Holdings is with the promoters of PVR Limited
2. **PVR Limited** (the Amalgamated Company hereinafter called '**PVR**') was incorporated on 26th April 1995, under the Companies Act, 1956, with the Registrar of Companies, NCT of Delhi & Haryana. The registered office of the Company is situated at 61, Basant Lok, Vasant Vihar, New Delhi-110057. PVR is engaged in the business of developing, operating and managing cinema theatres for the purposes of providing entertainment to the public throughout India. The equity share capital of PVR is listed on the National Stock Exchange of India ('NSE') and on the Bombay Stock Exchange ('BSE').

(B) PURPOSE AND RATIONALE OF THE SCHEME OF AMALGAMATION

This Scheme of Amalgamation (hereinafter called '**Scheme**') has been propounded under Sections 391 to 394 read with other applicable provisions, if any, of the Companies Act, 1956 and corresponding sections of the Companies Act, 2013 (as and when such corresponding sections are notified in the Official Gazette by the Central Government) for amalgamation of Bijli Holdings with PVR.

Bijli Holdings forms part of the Promoter Group of PVR. It presently holds 1,00,31,805 equity shares in PVR constituting 21.55% of PVR's paid-up equity share capital.

For BIJLI HOLDINGS PRIVATE LIMITED

[Signature]
 Authorised Signatory

For PVR LIMITED

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 AUTHORIZED SIGNATORY

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Pursuant to the proposed amalgamation, individual promoters of PVR ('Promoters') would directly hold shares in PVR in the same proportion as they hold through the Bijli Holdings which will be dissolved without the process of winding up.

This amalgamation will result in the Promoter Group of PVR directly holding shares in PVR, which will lead not only to simplification of the shareholding structure and reduction of shareholding tiers but also demonstrate the Promoter Group's direct commitment to and engagement with PVR.

There would be no change in the Promoter shareholding of PVR. The Promoters would continue to hold the same percentage of shares in PVR, pre and post the amalgamation of Bijli Holdings into PVR.

All costs and charges of any nature arising of or incurred in connection with and implementing this Scheme shall be borne by Bijli Holdings and / or its members.

Further, the Scheme also provides that Promoters shall indemnify PVR and keep PVR indemnified for any contingent liabilities and obligations including all demands, claims, suits, proceedings and the like which may be made or instituted by any third party(ies) including Governmental Authorities on PVR and are directly relatable to Bijli Holdings or which may devolve on PVR on account of this amalgamation.

In consideration of the above mentioned rationale and related benefits, this Scheme between Bijli Holdings and PVR is being proposed in accordance with the terms set out hereunder.

(C) PARTS OF THE SCHEME OF AMALGAMATION:

This Scheme of Amalgamation is divided into the following parts:

1. **PART I** - Definitions and Share Capital;
2. **PART II** – Amalgamation of Bijli Holdings Private Limited with PVR Limited, and
3. **PART III** – General Terms and Conditions.

For BIJLI HOLDINGS PRIVATE LIMITED

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Authorised Signatory

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PART - I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme (as defined hereinafter), unless repugnant to the meaning or context thereof, the following expressions shall have the meaning mentioned herein below:

- 1.1 **"Act" or "The Act"** means the Companies Act, 1956, including the rules and regulations made thereunder and will include any statutory modifications, re-enactments and / or amendments thereof and also mean and refer to corresponding sections of the Companies Act, 2013 as and when such corresponding sections are notified in the Official Gazette by the Central Government;
- 1.2 **"Appointed Date"** means January 01, 2016 or such other date as may be fixed or approved by the Hon'ble High Court of Delhi at New Delhi or National Company Law Tribunal or any other Appropriate Authority;
- 1.3 **"Appropriate Authority"** means any government, statutory, regulatory, departmental or public body or authority within the territories of Delhi, including Registrar of Companies, NCT of Delhi and Haryana, New Delhi, High Court, Securities and Exchange Board of India (SEBI) and Stock Exchange(s) where the shares of PVR are listed;
- 1.4 **"Bijli Holdings" or "Amalgamating Company"** means Bijli Holdings Private Limited, a company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi - 110057;
- 1.5 **"Board of Directors"** in relation to PVR and Bijli Holdings, as the case may be, means the Board of Directors of such company and include a duly authorised committee of the Board constituted for the implementation of this Scheme;
- 1.6 **"Effective Date"** means the date on which the last of the approvals or sanctions specified in the Scheme shall have been obtained and Copies of the Order of the High Court of Delhi at New Delhi have been filed with the Registrar of Companies by Bijli Holdings Private Limited and PVR Limited as required under the provisions of the Companies Act, 1956, and if copies are filed on different dates, then the last of the dates;
- 1.7 **"High Court" or "Court"** means the High Court of Delhi at New Delhi to which this Scheme in its present form is submitted for its sanctioning under Sections 391 to 394 of the Act and the reference to the High Court shall wherever applicable include the NCLT, or such other forum or authority, as may be vested with any of the current powers of the High Court under Sections 391 to 394 of the Act and/or rules made thereunder;

For BIJLI HOLDINGS PRIVATE LIMITED


Authorized Secretary

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High Court of Delhi
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- 1.8 "NCLT" means National Company Law Tribunal which is not yet formed due to pending notification of the applicable sections of the Companies Act, 2013. NCLT on formation perhaps may have the powers to discharge matters pending before the High Court then;
- 1.9 "PVR" or "Amalgamated Company" means PVR Limited, a company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi - 110057;
- 1.10 "Registrar of Companies" means Registrar of Companies, NCT of Delhi & Haryana;
- 1.11 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation, in its present form or with any modification(s) made or to be made and approved under Clause 18 of this Scheme.
- 1.12 In this Scheme, unless the context otherwise requires:
 - a) references to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
 - b) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
 - c) words in the singular shall include the plural and vice versa;
 - d) any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date; and
 - e) 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, including any statutory modification or re-enactment thereof from time to time.

2 DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or directed by the High Court or any other Appropriate Authority shall be operative from the Appointed Date and all legal formalities shall conclude on the Effective Date.

For BIJLI HOLDINGS PRIVATE LIMITED

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3 SHARE CAPITAL

3.1 The Share Capital structure of Bijli Holdings as on March 31, 2015 is as under:

Particulars	As at 31.03.2015 (Rs.)
Authorized Share Capital	
2,000,000 Equity Shares of Rs. 10/- each	20,000,000
Total	20,000,000
Issued, Subscribed and Paid-up Share Capital	
1,804,860 Equity Shares of Rs. 10/-each fully paid up	18,048,600
Total	18,048,600

Subsequent to the above Balance Sheet Date and till the date of approval by the Board of Directors of Bijli Holdings to the Scheme there is no change in the Share Capital structure set out above.

3.2 The Share Capital structure of PVR as on March 31, 2015 is as under:

Particulars	As at 31.03.2015 (Rs.)
Authorized Share Capital	
93,700,000 Equity Shares of Rs.10/- each	937,000,000
Total	937,000,000
Issued, Subscribed and Paid-up Share Capital	
4,15,28,888 Equity Shares of Rs.10/- each	415,288,880
Total	415,288,880

Subsequent to the above Balance Sheet Date and till the date of approval by the Board of Directors of PVR to the Scheme there is a change in the Share Capital structure set out above. The revised Share Capital structure of PVR is given below:

Particulars	As at 31.08.2015 (Rs.)
Authorized Share Capital	
93,700,000 Equity Shares of Rs.10/- each	937,000,000
Total	937,000,000
Issued, Subscribed and Paid-up Share Capital	
4,65,48,688 Equity Shares of Rs.10/- each	465,486,880
Total	465,486,880

For BIJLI HOLDINGS PRIVATE LIMITED

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Authorized Signatory

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AMALGAMATION OF BIJLI HOLDINGS WITH PVR**4 TRANSFER AND VESTING OF BUSINESS AND UNDERTAKING**

4.1 With effect from the Appointed Date, the entire business and whole of the undertaking of Bijli Holdings including all its properties and assets, if any, of whatsoever nature shall under the provisions of sections 391 to 394 of the Act and pursuant to the order(s) of the High Court of Judicature at Delhi or any other Appropriate Authority sanctioning this Scheme and without further act, instrument or deed be transferred and/or deemed to be transferred to and vested in PVR so as to become the properties and assets of PVR in accordance with Section 2(1B) of the Income Tax Act, 1961.

4.2 All the liabilities (including contingent liabilities) shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by PVR pursuant to the provisions of sections 391 to 394 of the Act, so as to become the liabilities of PVR and further that 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.

5 CONSIDERATION

5.1 Upon this Scheme becoming effective and upon amalgamation of Bijli Holdings with PVR, in terms of this Scheme PVR shall, without any further application, act or deed, issue and allot Equity Shares in dematerialized form to the members of Bijli Holdings whose names appear in the Register of its members on the Effective Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as aforesaid in the following manner:

"1,00,31,805 (One Crore Thirty One Thousands Eight Hundreds and Five) fully paid up Equity Shares of the face value of Rs. 10/- (Rupees Ten) each credited as fully paid up in the share capital of PVR to the members of Bijli Holdings in the ratio of their equity shareholding in Bijli Holdings."

5.2 The fractional entitlement, if any, to which shareholders of Bijli Holdings may become entitled to upon issue of Equity Shares pursuant to Clause 5.1 above would be rounded off by PVR to the nearest integer. However, in no event, the number of Equity Shares to be allotted by PVR to the shareholders of Bijli Holdings shall exceed the total number of equity shares held by Bijli Holdings in PVR.

For BIJLI HOLDINGS PRIVATE LIMITED

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Authorized Signatory

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shall be substituted by the Equity Shares being issued by PVR pursuant to Clause 5.1 of this Scheme;

- 6.3 The excess of Net Assets of the Amalgamating Company as per Clause 6.1 above, would be recorded as Capital Reserve. The shortfall, if any, shall be debited to the Goodwill Account of the Amalgamated Company.

7 INCREASE IN AUTHORISED SHARE CAPITAL OF PVR

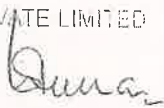
- 7.1 Upon the Scheme becoming effective, the authorized share capital of PVR in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of PVR by the authorized share capital of Bijli Holdings as on the Effective Date and the Memorandum of Association and Articles of Association of PVR (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolution(s) under Section 13, 14 and 61 of the Companies Act, 2013 and 394 of Companies Act, 1956 and other applicable provisions of the Act, would be required to be separately passed and for this purpose the stamp duties and fees paid on the authorized share capital of Bijli Holdings shall be utilized and applied to the increased authorized share capital of PVR and no payment of any extra stamp duty and / or fee shall be payable by PVR for increase in the authorized share capital to that extent.

- 7.2 Pursuant to this Scheme, PVR shall file the requisite forms with the Registrar of Companies, Delhi or any other Applicable Authority for such increase of the authorized share capital.

8 STAFF, WORKMEN AND EMPLOYEES

- 8.1 On the Scheme becoming effective, all staff, workmen and employees of Bijli Holdings, if any, in service on the Effective Date shall become staff, workmen and employees of PVR with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with PVR shall not be less favorable than those applicable to them with reference to Bijli Holdings, on the Effective Date.

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- 5.3 Upon Equity Shares being issued and allotted by PVR to the shareholders of Bijli Holdings, in accordance with Clause 5.1 above, the investment held by Bijli Holdings in the share capital of PVR shall, without any further application, act, instrument or deed stand substituted. The equity shares of PVR held by Bijli Holdings in dematerialized form shall be extinguished, on and from such issue and allotment of Equity Shares of PVR.
- 5.4 Upon Equity Shares being issued and allotted by PVR to the members of Bijli Holdings, in accordance with Clause 5.1, the shares held by the said members in Bijli Holdings shall be deemed to have been annulled and be of no effect on and from such issue and allotment.
- 5.5 The Equity Shares in PVR, to be issued to the members of Bijli Holdings pursuant to Clause 5.1 above, shall be subject to the Memorandum and Articles of Association of PVR and shall rank pari-passu, with the existing equity shares of PVR.
- 5.6 The basic fabric of the Scheme is that at no stage PVR's Capital will be reduced and the new allotment of shares will be as a substitute to the shares held by Bijli Holdings in PVR.
- 5.7 The names of the holders of the Equity Shares of PVR issued in terms of Clause 5.1 of this Scheme will be substituted in the records of all concerned authorities including the Stock Exchange(s), Depositories, Registrars to the Issue, etc. and/or admitted to trading in terms of the Listing Agreement.
- 5.8 The issue and allotment of equity shares by PVR to the members of Bijli Holdings pursuant to Clause 5.1 above is an integral part of this Scheme.
- 5.9 The approval of this Scheme by the members of PVR shall be deemed to be due compliance of the provisions of Section 62 of the Companies Act, 2013 and other relevant and applicable provisions of any other law for the issue and allotment of Equity Shares by PVR to the members of Bijli Holdings, as provided in this Scheme.

6 ACCOUNTING TREATMENT

With effect from the Appointed Date and upon the Scheme becoming effective, PVR shall account for the amalgamation of Bijli Holdings in its books of accounts as per the 'Purchase Method', as described in Accounting Standard – 14 "Accounting for Amalgamations" issued by the Institute of Chartered Accountants of India, such that:

- 6.1 PVR shall, record all the assets and liabilities, of Bijli Holdings, vested in PVR pursuant to this Scheme, at their existing carrying amounts as on the Appointed Date;
- 6.2 The equity shares of PVR held by Bijli Holdings shall stand annulled and accordingly the equity share capital of PVR to the extent of face value of shares held by Bijli Holdings

For BIJLI HOLDINGS PRIVATE LIMITED

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High Court of U.P. at
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10.3 Upon the Scheme becoming effective, PVR is also expressly permitted to revise its income tax, withholding tax, service tax and other statutory returns and filings under the tax laws notwithstanding that the period of filing/ revising such returns may have lapsed and to claim refunds, advance tax and withholding tax credits etc., pursuant to the provisions of this Scheme. PVR shall be entitled to refund and/or set off all amounts paid by Bijli Holdings or PVR under Income Tax or any other disputed amount under appeal, if any, upon this scheme being effective.

11 CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

With effect from the Appointed Date and upto and including the Effective Date:

11.1 Bijli Holdings undertakes 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 High Court; or
- (b) if the same is expressly permitted by this Scheme; or
- (c) if prior written consent of the Board of Directors or its committee thereof of PVR has been obtained.

11.2 Any of the rights, powers, authorities, privileges attached, related or pertaining to or exercised by Bijli Holdings shall be deemed to have been exercised by Bijli Holdings for and on behalf of, and in trust for and as an agent of PVR. Similarly, any of the obligations, duties and commitments attached, related or pertaining to Bijli Holdings that have been undertaken or discharged by Bijli Holdings, shall be deemed to have been undertaken for and on behalf of and as an agent for PVR.

11.3 Bijli Holdings shall not vary the terms and conditions of service of its employees except in the ordinary course of its business.

12 DIVIDENDS AND UTILIZATION OF AVAILBLE CASH / INCOME

12.1 Until the Effective Date, Bijli Holdings shall be entitled to declare and pay dividends, whether interim or final, to its shareholders in respect of the accounting period prior to the Effective Date out of its income / cash, if any, lying with the Bijli Holdings.

12.2 Bijli Holdings shall have the right to utilize available cash or its income for the purpose of meeting the expenses in the ordinary course of its business or for the purpose(s) specified this Scheme.

For BIJLI HOLDINGS PRIVATE LIMITED

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High Court of Bombay
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9 LEGAL PROCEEDINGS

9.1 All legal proceedings, if any, of whatsoever nature by or against Bijli Holdings, pending and / or arising on or after the Appointed Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in the Scheme but shall be continued and enforced by or against PVR as the case may be, in the manner and to the same extent as would or might have been continued and enforced by or against Bijli Holdings.

9.2 PVR undertakes to have all legal and / or other proceedings initiated by or against Bijli Holdings referred to in Clause 9.1 above, transferred in its name and to have the same continued, prosecuted and enforced by or against PVR, to the exclusion of Bijli Holdings.

9.3 After the Effective Date, the Promoters undertake to keep harmless and keep indemnified from time to time PVR from and against any contingent liabilities and obligations relatable to Bijli Holdings including all demands, claims, suits, proceedings and the like which have, shall or may be made or instituted by any person, authority, Government of India, firm, company, body corporate or organisation against PVR, directly relating to Bijli Holdings and / or against any financial liability/claim that may arise against PVR by virtue of transfer and vesting of Bijli Holdings into PVR under and pursuant to this Scheme.

10 TREATMENT OF TAXES/DUTIES/CESS ETC.

10.1 It is expressly clarified that upon the Scheme becoming effective all taxes payable by Bijli Holdings from the Appointed Date onwards shall be treated as the tax liability of PVR. Similarly all credits for tax deduction at source on income of Bijli Holdings shall be given to PVR; or obligation for deduction of tax at source on any payment made by or to be made by PVR shall be made or deemed to have been made and duly complied with if so made by Bijli Holdings. Similarly any advance tax payment required to be made by specified due dates in the tax laws shall also be deemed to have been made correctly if so made by Bijli Holdings.

10.2 All taxes of any nature, duties, cess or any other like payment or deductions made by Bijli Holdings to any statutory authorities or any tax deduction or collection at source, relating to the period after the Appointed Date up to the Effective Date shall be deemed to have been on account of or paid by PVR and the relevant authorities shall be bound to transfer to the account of and give credit for the same to PVR upon the passing of the orders on this Scheme by the Court and upon relevant proof and documents being provided to the said authorities.

For BIJLI HOLDINGS PRIVATE LIMITED

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High Court of Andhra Pradesh
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13 SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations of Bijli Holdings, pursuant to this Scheme, and the continuance of the legal proceedings by or against PVR shall not affect any transactions or proceedings already completed by Bijli Holdings, on and after the Appointed Date, to the end and intent that PVR accepts all acts, deeds and things done and executed by and / or on behalf of Bijli Holdings, as acts, deeds and things done and executed by and / or on behalf of PVR.

14 COMPLIANCE WITH SECTION 2(1B) OF THE INCOME-TAX ACT, 1961

The provisions of this Scheme as they relate to the amalgamation of Bijli Holdings into and with PVR have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

15 DISSOLUTION OF BIJLI HOLDINGS

On the Scheme becoming effective, Bijli Holdings shall without any further act or deed stand dissolved without being wound up.

For BIJLI HOLDINGS PRIVATE LIMITED

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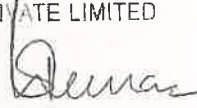
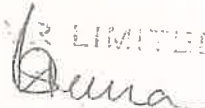
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High Court of Bombay
Authorised Under Section 79
Indian Evidence Act**

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TRANSFEROR COMPANY FOR BIJLI HOLDINGS PRIVATE LIMITED For BIJLI HOLDINGS PRIVATE LIMITED  Authorised Signatory (Pankaj Dhawan) Authorized Signatory	TRANSFeree COMPANY FOR PVR LIMITED For PVR LIMITED  AUTHORISED SIGNATORY (Pankaj Dhawan) Authorized Signatory
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High Court of Delhi of
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GENERAL TERMS AND CONDITIONS

16 APPLICATION TO THE HIGH COURT

Bijli Holdings and PVR shall, with all reasonable dispatch, make applications or petitions under Sections 391-394 and other applicable provisions of the Act to the High Court or any other Appropriate Authority, for sanction of this Scheme under the provisions of law.

17 MODIFICATIONS OR AMENDMENTS TO THE SCHEME

Bijli Holdings and PVR, by their respective Board of Directors (or committees of their respective Board of Directors) may assent to any modifications / amendments including withdrawal / termination to the Scheme or to any conditions or limitations that the High Court and / or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by their respective Board of Directors (or committees of their respective Board of Directors). Bijli Holdings and PVR, by their respective Board of Directors (or committees of their respective Board of Directors), be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, 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.

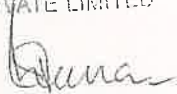
18 CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

18.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and / or creditors, as prescribed under the Act and as may be directed by the High Court or any other Appropriate Authority as may be applicable.

18.2 The approval of shareholders of PVR shall be obtained through Postal Ballot and e-Voting (after disclosure of all material facts in the explanatory statement sent to the shareholders in relation to such resolution). The Scheme shall be acted upon only if the votes cast by public shareholders in favour of the proposal are more than the number of votes cast by public shareholders against it in accordance with the Securities and Exchange Board of India ("SEBI") circular no. CIR/CFD/DIL/5/2013 issued on February 04, 2013 and SEBI circular no. CIR/CFD/DIL/8/2013 issued on May 21, 2013 subject to modification, if any, in accordance with any subsequent circulars and amendment that may be issued by SEBI from time to time.

For BIJLI HOLDINGS PRIVATE LIMITED



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- 18.3 The sanction of this Scheme by the High Court or any other Appropriate Authority under Sections 391 to 394 and other applicable provisions,.
- 18.4 Certified or authenticated copy of the order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, NCT of Delhi and Haryana, New Delhi.
- 18.5 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, if any, which by law may be necessary for the implementation of this Scheme.

19 SEVERABILITY

If any provision of this Scheme is found to be unworkable for any reason whatsoever or unenforceable under the present or future Laws, then subject to the decision of Bijli Holdings and PVR, such part shall be severable from the remainder of this Scheme and shall not affect the validity or implementation of the other parts and/or provisions of this Scheme.

20 EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in Clause 18 not being obtained and / or the Scheme not being sanctioned by the High Court or such other Appropriate Authority, if any, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and agreed between the respective parties to this Scheme.

21 COSTS, CHARGES AND EXPENSES

All costs and charges of any nature arising out of or incurred in connection with and implementing this Scheme shall be borne by Bijli Holdings and / or its members.

For BIJLI HOLDINGS PRIVATE LIMITED

Bijli
Authorised Signatory

Bijli

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BHPL**PART-I****(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF TRANSFEROR COMPANY)****BIJLI HOLDINGS PRIVATE LIMITED,
-TRANSFEROR COMPANY**

	Situation/ Location	Area	Khasra/ Taluka No.
1.	NIL	N.A.	N.A.

PART-II**(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF TRANSFEROR COMPANY)****BIJLI HOLDINGS PRIVATE LIMITED
- TRANSFEROR COMPANY**

S. No.	Situation/ Location	Area	Khasra/ Taluka No.
1	NIL	N.A.	N.A.

PART -III**(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF TRANSFEROR COMPANY)****BIJLI HOLDINGS PRIVATE LIMITED
- TRANSFEROR COMPANY**

S.No.	Particulars
1.	NIL

Dated this the 12th Day of August, 2016
By Order of the Court.

[Signature]
14/9/16.
Registrar(Co.)
For Registrar General

[Signature]
8/9/16

[Signature]
5/9/2016

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Registrar Judicial Department
High Court of Jharkhand
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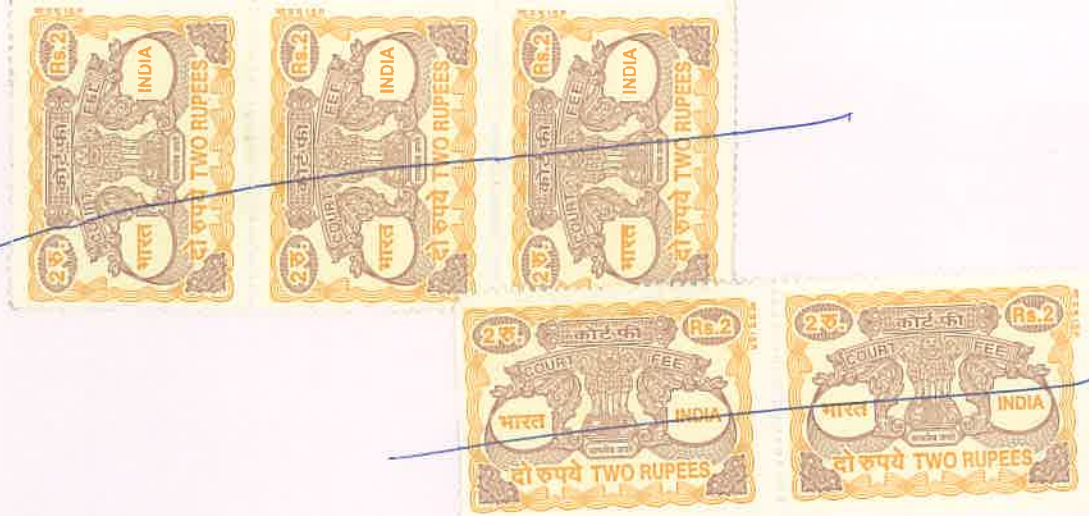
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24/8/16

Date of Presentation of Application for copy
 No. of Words/Pages 21
 Copying Fees.....
 Process Fees (Urgent/Ordinary)
 Registration and Postage Fee
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 Total Rupees 255/-
 Name of Applicant Deepak Diwan
 Date of Receipt of Record for Copy 15/09/16
 Date of Preparation of Copy 15/09/16
 Date of Delivery of Copy
 Administrative Officer
 (Original)
 High Court of Delhi
 Delhi



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 15/9/16



IN THE HIGH COURT OF DELHI AT NEW DELHI

(ORIGINAL COMPANY JURISDICTION)

IN THE MATTER OF SCHEME OF AMALGAMATION UNDER
SECTIONS 391(2) & 394 OF THE COMPANIES ACT, 1956 AND THE
APPLICABLE PROVISIONS OF COMPANIES' ACT, 2013 (TO THE
EXTENT APPLICABLE)

AND



IN THE MATTER OF SCHEME OF AMALGAMATION

COMPANY PETITION NO. 854 OF 2015

CONNECTED WITH

COMPANY APPLICATION (M) NO. 161 OF 2015

IN THE MATTER OF

LETTUCE ENTERTAIN YOU LIMITED.

61, Basant Lok, Vasant Vihar,

New Delhi – 110057

..... Petitioner No. 1/ Transferor Company

AND

PVR LEISURE LIMITED

61, Basant Lok, Vasant Vihar,

New Delhi – 110057

..... Petitioner No. 2/ Transferor Company

W. S. Singh
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High Court of Delhi
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Indian Evidence Act.

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WITH

PVR LIMITED

61, Basant Lok, Vasant Vihar,

New Delhi – 110057

..... Non Petitioner / Transferee Company

&

Their respective Shareholders and Creditors

BEFORE HON'BLE MR JUSTICE SIDDHARTH MRIDUL

ORDER DATED 19TH OCTOBER, 2016

ORDER UNDER SECTIONS 391- 394 OF THE COMPANIES ACT, 1956

The above joint Petition came up for hearing on 19/10/2016 for sanction of the Scheme of Amalgamation proposed to be made amongst sanction of the Scheme of Amalgamation of Lettuce Entertain You Limited (Transferor / Petitioner Company No. 1) and PVR Leisure Limited (Transferor / Petitioner Company No.2) with PVR Limited (Transferee / Non-Petitioner Company).

The Court examined the said Petition; the order dated 06/11/2015 passed in CA (M) No. 161 of 2015, whereby the requirement of convening meetings of Equity Shareholders and Unsecured Creditors of Transferor Company No.1, there being no secured creditors of Transferor Company No.1 and Equity &

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Preference Shareholders of Transferor Company No. 2, as there being no Secured and Un-secured Creditors of the Transferor Company No. 2 was dispensed with and granted exemption to the Transferee Company / Non Petitioner from taking out separate proceedings under Section 391 (2) of the Companies Act, 1956 for the purpose of considering and if thought fit, approving with or without modification, the Scheme of Amalgamation, annexed to the Affidavits dated 30/09/2015 of Mr. Pankaj Dhawan, Authorised Signatory of Transferor Company No. 1 & 2; and Notice of final hearing of the Petition published in the newspapers, namely, the Business Standard (English) Delhi Edition and Jansatta (Hindi) Delhi Edition both dated 04/12/2015.

The Court also examined the Affidavit dated 29/07/2016 of the Regional Director, Northern Region, Ministry of Corporate Affairs and approved the proposed Scheme of Amalgamation.

Upon hearing Mr. Deepak Diwan, Mr. Vinod Kumar and Ms. Himanshi Taneja, Advocates for the Petitioners, Ms. Aparna Mudiarn, Deputy Registrar of Companies for the Regional Director & Mr. Rajiv Bahl, Advocate for Official Liquidator and in view of the approval of the Scheme of Amalgamation without any modification by the Shareholders and Creditors of the of the Transferor Companies and in view of the report dated 11/03/2016 of the Official Liquidator stating therein that the affairs of the Transferor Companies do not appear to have been conducted in a manner prejudicial to the interest of its

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Indian Evidence Act

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members or to public interest and there being no investigation proceedings pending in relation to the Transferor Company No. 1 & 2 under Section 210, 214, 215, 216(1), 216(3), 216(4), 217, 219, 220, 223, 224(1), 224(3), 224(4) and 225 of the Companies Act 2013 and Section 237, 243, 250, 250(A), 251 of the Companies Act, 1956;

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION set forth in Schedule-1 annexed hereto and doth hereby declare the same to be binding on all the shareholders and creditors of the Transferor Company No. 1 & 2 and all concerned and also on the Transferor Company No. 1 & 2 and Doth approve the said Scheme of Amalgamation with effect from the Appointed Date, i.e., 01st April, 2015.

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Companies specified in Schedule-II hereto and all other property rights and power of the Transferor Companies be transferred, without further act or deed, to the Transferee Company and accordingly, the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Companies therein, but subject nevertheless to all charges now affecting the same; and
2. That all the liabilities and duties of the Transferor Companies be transferred, without further act or deed, to the Transferee Company and

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accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956, be transferred to and become the liabilities and duties of the Transferee Company; and

3. That all the proceedings now pending by or against the Transferor Companies be continued by or against the Transferee Company; and
4. So far as the share exchange ratio is concerned Clause 5.1 of the Scheme mentions that the entire paid-up equity and non-cumulative convertible preference share capital of Transferor / Petitioner Company No.2 is held by the Transferee Company, directly and the entire paid-up equity share capital of Transferor / Petitioner Company No. 1 is held by Transferee Company through its wholly owned subsidiary PVR Leisure. Transferor / Petitioner Company No.2. Therefore, upon this Scheme being effective, the entire Issued, Subscribed and Paid up share capital of Transferor / Petitioner Company No. 1 & 2 respectively shall *ipso facto*. without any further application, act or deed stand cancelled on the Effective Date and no shares of Transferee Company will be issued or allotted with respect to the equity and preference shares held by Transferee Company in the Transferor / Petitioner Company No.2 and to Transferor / Petitioner Company No.2 with respect to the equity shares held by PVR Leisure in Lettuce in consideration for amalgamation.
5. That the Transferor Company No. 1 & 2 do within 30 days after the date of receipt of this order cause a certified copy of this order to be delivered

[Signature]

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High Court
Authorised Under Section 70
Indian Evidence Act

to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Companies shall be dissolved without undergoing the process of winding up and the concerned Registrar of Companies shall place all documents relating to the Transferor Companies and registered with him on the file kept in relation to the Transferee Company and files relating to the said Transferor and Transferee company shall be consolidated accordingly; and

- 6. It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty or taxes or any other charges, if payable in accordance with any law; or permission/compliance with any other department which may specifically required under any law; and
- 7. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

WHL
20/11/2017

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High Court of Madras
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Indian Evidence Act.

ANNEXURE-P-1

24

SCHEME OF AMALGAMATION

BETWEEN

LETTUCE ENTERTAIN YOU LIMITED

AND

PVR LEISURE LIMITED

AND

PVR LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

(A) BACKGROUND AND DESCRIPTION OF COMPANIES

- 1. Lettuce Entertain You Limited (hereinafter called 'Lettuce'), is engaged in the business of operating and maintaining restaurants, food & beverage items and currently operates two dining restaurants Mistral in Delhi (Directors Cut, Vasant Kunj) and Mr. Hong in Bangalore (Orion Mall, Rajaji Nagar). Lettuce is a wholly owned subsidiary of PVR Leisure Limited.
- 2. PVR Leisure Limited (hereinafter called 'PVR Leisure'), owns and operates in-mall entertainment, gaming, and food joints. PVR Leisure is a wholly owned subsidiary of PVR Limited ('PVR').
- 3. PVR Limited (hereinafter called 'PVR'), is engaged in the business of developing, operating and managing cinema theatres for the purposes of providing entertainment to the public throughout India. The equity share capital of PVR is listed on the National Stock Exchange of India and on the Bombay Stock Exchange.

Note: Lettuce and PVR Leisure are individually referred to as Amalgamating Company and collectively referred to as 'Amalgamating Companies' for the purpose of this Scheme of Amalgamation.

PVR is referred to as 'Amalgamated Company' for the purpose of this Scheme of Amalgamation.

For LETTUCE ENTERTAIN YOU LTD.

AUTHORISED SIGNATORY

[Signature]

For PVR Leisure Limited

Director

[Signature]

For PVR Limited

Sanjay Dhanwan
Sr. VP (Secretariat)

[Signature]

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High Court of Madhya Pradesh
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Indian Evidence Act

(B) RATIONALE FOR THE SCHEME OF AMALGAMATION

This Scheme of Amalgamation (hereinafter called 'the Scheme') has been propounded under Sections 391 to 394 and other applicable provisions, if any, of the Act (as defined hereinafter) for amalgamation of Lettuce and PVR Leisure with PVR.

The Board of Directors of PVR, Lettuce and PVR Leisure are of the view that the Scheme is in the interest of the group including the shareholders, creditors and employees on account of the following reasons:

1. Both the Amalgamating companies being considered for amalgamation under this Scheme are subsidiaries of PVR and are engaged in similar / related businesses. Through consolidation, the synergies that exist among the entities in terms of similar business processes and resources can be put to the best advantage of the stakeholders;
2. The proposed amalgamation will rationalize and optimize the group legal entity structure to ensure greater alignment with the businesses by reducing the number of legal entities.
3. It is expected that such consolidation of entities will provide operational synergies, which in turn will eliminate inefficiencies and streamline corporate structures and cash flows. A single operating entity would also result in better centralized management and oversight, cost efficiencies and supporting the group's competitive growth.

In consideration of the above mentioned business rationale and related benefits, this Scheme is being proposed in accordance with the terms set out hereunder.

PARTS OF THE SCHEME OF AMALGAMATION:

This Scheme of Amalgamation is divided into the following parts:

1. PART I - Deals with Introduction, Definitions, Appointed Date and Share Capital;
2. PART II - Deals with amalgamation of Lettuce and PVR Leisure with PVR;
3. PART III - Deals with General Terms and Conditions.

For LETTUCE ENTERTAIN YOU LTD.
[Signature]
AUTHORISED SIGNATORY

For PVR Leisure Limited
[Signature]
Director

For PVR Limited
[Signature]
S. V. Dhawan
Sr. VP (Secretarial)

[Signature]

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High Court of Madhya Pradesh
Authorised Under Section 70
Indian Evidence Act

DEFINITIONS AND SHARE CAPITAL

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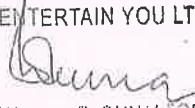
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1. DEFINITIONS

In this Scheme (as defined hereinafter), unless repugnant to the meaning or context thereof, the following expressions shall have the meaning mentioned herein below:

- 1.1 "Act" or "The Act" means the Companies Act, 1956 and includes the notified sections of Companies Act, 2013 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force;
- 1.2 "Appointed Date" means April 01, 2015 or such other date as may be fixed or approved by the Hon'ble High Court or NCLT (as defined hereinafter) or any other Appropriate Authority;
- 1.3 "Appropriate Authority" means any government, statutory, regulatory, departmental or public body or authority of the Jurisdiction of Delhi, including Registrar of Companies and the Hon'ble High Court;
- 1.4 "Effective Date" means the last of the dates on which the conditions specified in Clause 19 are complied with. Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" shall mean and refer to the Effective Date;
- 1.5 "High Court" or "Court" means the High Court of Delhi at New Delhi to which this Scheme in its present form is submitted for its sanctioning under Sections 391 to 394 of the Act and the reference to the High Court shall wherever applicable include the NCLT, or such other forum or authority, as may be vested with any of the current powers of the High Court under Sections 391 to 394 of the Act and/or rules made thereunder;
- 1.6 "Lettuce" or "Amalgamating Company 1" means Lettuce Entertain You Limited, a company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi - 110057;
- 1.7 "NCLT" means National Company Law Tribunal which is not yet formed due to pending notification of the applicable sections of the Companies Act, 2013. NCLT on formation perhaps may have the powers to discharge matters pending before the High Court then;

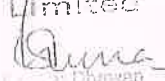
For LETTUCE ENTERTAIN YOU LTD.


 AUTHORIZED SIGNATORY

For PVR Leisure Limited


 AUTHORIZED SIGNATORY

For PVR Limited


 Sr. VP (Commercial)

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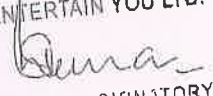
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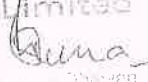
- 1.8 "PVR" or "Amalgamated Company" means PVR Limited, a company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi - 110057;
- 1.9 "PVR Leisure" or "Amalgamating Company 2" means PVR Leisure Limited, a company incorporated under the Act, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi - 110057;
- 1.10 "Registrar of Companies" means Registrar of Companies, NCT of Delhi & Haryana;
- 1.11 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation, in its present form or with any modification(s) made or to be made and approved under Clause 18 of this Scheme.
- 1.12 In this Scheme, unless the context otherwise requires:
 - a) references to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
 - b) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
 - c) words in the singular shall include the plural and vice versa; and
 - d) 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, including any statutory modification or re-enactment thereof from time to time.

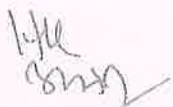
2. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 2.1 The Scheme set out herein in its present form or with any modification(s) approved or directed by the High Court or any other appropriate authority shall be operative from the Appointed Date and all legal formalities shall conclude on the Effective Date.

For LETTUCE ENTERTAIN YOU LTD.

 AUTHORIZED SIGNATORY

For PVR Leisure Limited


For PVR Limited

 AUTHORIZED SIGNATORY



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 Indian Evidence Act

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3. SHARE CAPITAL

3.1 The Share Capital of Lettuce as at March 31, 2015 is as under:

Particulars	As at March 31, 2015 (Rs.)
Authorized Share Capital	
1,00,00,000 Equity Shares of Rs. 10/- each	10,00,00,000
Total	10,00,00,000
Issued, Subscribed and Paid-up	
95,50,000 Equity Shares of Rs. 10/-each fully paid up	9,55,00,000
Total	9,55,00,000

Subsequent to the above date and as on the date of approval of board of directors, there has been no change in the issued, subscribed and paid-up capital of Lettuce.

3.2 The Share Capital of PVR Leisure as per the Audited Balance Sheet as at March 31, 2015 is as under:

Particulars	As at March 31, 2015 (Rs.)
Authorized Share Capital	
50,00,000 Equity Shares of Rs. 10/-each	5,00,00,000
5,90,000 0.001% Non-Cumulative Convertible Preference Shares of Rs. 341.52/- each	20,14,96,800
Total	25,14,96,800
Issued, Subscribed and Paid-up	
19,00,000 Equity Shares of Rs. 10/- each fully paid up	1,90,00,000
5,86,667 0.001% Non-Cumulative Convertible Preference Shares of Rs. 341.52/- each	20,03,58,514
Total	21,93,58,514

For LETTUCE ENTERTAIN YOU LTD.

AUTHORIZED SIGNATORY

For PVR Leisure Limited

For PVR Limited

(Sd/-) Director
Sr. VP (Securities)

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High Court
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Subsequent to the Balance Sheet date and as on the date of approval of board of directors, there has been no change in the issued, subscribed and paid-up capital of PVR Leisure.

3.3 The Share Capital of PVR as at March 31, 2015 is as under:

Particulars	As at March 31, 2015 (Rs.)
Authorized Share Capital	
9,37,00,000 Equity Shares of Rs. 10/-each	93,70,00,000
Total	93,70,00,000
Issued, Subscribed and Paid-up	
4,15,28,888 Equity Shares of Rs. 10/- each fully paid up	41,52,88,880
Total	41,52,88,880

Subsequent to the Balance Sheet date and as on the date of approval of board of directors, there has been no change in the issued, subscribed and paid-up capital of PVR.

For LETTUCE ENTERTAIN YOU LTD.

Suman
AUTHORISED SIGNATORY

For PVR Leisure Limited

Arund
Director

For PVR Limited

Suman
Suman Dhawan
Sr. VP (Secretary)

14/11/2015

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AMALGAMATION OF LETTUCE, PVR LEISURE WITH PVR

4. **TRANSFER AND VESTING OF BUSINESS AND UNDERTAKING**

4.1 With effect from the Appointed Date and upon the Scheme becoming effective, Lettuce and PVR Leisure shall stand merged with and be vested in PVR and the entire business and whole of the undertaking(s) of the Lettuce and PVR Leisure shall, pursuant to the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, and pursuant to the order of the Court or other Appropriate Authority, if any, sanctioning the Scheme, shall without any further act, deed, matter or thing, stand transferred to and vested in and/ or deemed to be transferred to and vested in PVR, as a going concern, so as to become the properties and liabilities of PVR within the meaning of section 2(1B) of the Income Tax Act, 1961.

4.2 Without prejudice to the generality of the above said Clause:

4.2.1 With effect from the Appointed Date, all the assets, rights and properties of Lettuce and PVR Leisure (whether movable or immovable, tangible or intangible) of whatsoever nature including but not limited to computers and servers, computer software, investments, office premises, office equipment, electrical installations, telephones, telex, facsimile, other communication facilities, any registrations whether under Central, State or other laws, copyrights, permits, approvals, all rights or title or interest in property by virtue of any court order or decree, contractual arrangement, allotment, grant, lease, possession or otherwise, memorandum of understandings, tenancy rights, hire purchase contracts, lending contracts, permissions, incentives, tax registrations, granted to the subsidiary companies by the State Government, subsidies, grants, tax credits (including MODVAT or CENVAT, Service Tax credit, Minimum Alternate Tax ('MAT') credit), deferred tax, advance tax credit, contracts, engagements, arrangements of all kinds, rights, titles, interests, benefits and advantages of whatsoever nature and where so ever situate 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 Lettuce and PVR Leisure, industrial and other licenses, municipal and other statutory permissions, approvals including but not limited to right to use and avail electricity connections, water connections, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, all records, files, papers, computer programs, manuals, data, quotations, list of present and former vendors and

For LETTUCE ENTERTAIN YOU LTD.

AUTHORISED SIGNATORY

Duman

For PVR Leisure Limited

Director

Duman

For PVR Limited

Director

Duman

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High Court
Authorised Officer
Indian Evidence Act

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suppliers, and all other rights, title, lease, interest, contracts, consent, approvals or powers of every kind, nature and descriptions whatsoever, shall under the provisions of Sections 391 to 394 of the Act and pursuant to the order of the High Court or any other Appropriate Authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred to and / or deemed to be transferred to and vested in PVR, so as to become the properties and assets of PVR.

4.2.2 With respect to such assets and properties of Lettuce and PVR Leisure as on the Effective Date, as are movable in nature and are capable of transfer by physical delivery or endorsement and delivery or novation and delivery, including cash in hand, the same shall be so transferred to PVR and deemed to have been handed over by physical delivery or by endorsement and delivery or novation and delivery, as the case may be, to PVR to the end and intent that the property and benefit therein passes to PVR with effect from the Appointed Date.

4.2.3 In respect of the movable assets owned by Lettuce and PVR Leisure as on the Effective Date, other than those mentioned in Clause 4.2.2 above, including actionable claims, sundry debtors, outstanding loans, advances, whether recoverable in cash or kind or for value to be received and deposits, if any, with the local and other authorities, body corporate(s), customers etc., Lettuce and PVR Leisure shall, if so required by PVR, and/ or PVR may, issue notices or intimations in such form as PVR may deem fit and proper, stating that pursuant to the High Court having sanctioned this Scheme, the debt, loan, advance or other asset, be paid or made good or held on account of PVR, as the person entitled thereto, to the end and intent that the right of Lettuce and PVR Leisure to recover or realize the same stands transferred to PVR and that appropriate entries should be passed in their respective books to record the aforesaid changes.

4.2.4 With effect from the Appointed Date and upon the Scheme becoming effective, the immovable properties standing in the books of Lettuce and PVR Leisure, if any, and any documents of title or rights and easements in relation thereto shall be vested in and transferred to and / or be deemed to have been vested in and transferred to PVR without any further act, deed, matter or thing and shall belong to PVR. The mutation of the title to the immovable properties shall be made and duly recorded by the Appropriate Authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of PVR. Any inchoate title or possessory title of Lettuce and PVR Leisure shall be deemed to be the title of PVR.

For LETTUCE ENTERTAIN YOU LTD.

Buna

AUTHORISED SIGNATORY

For PVR Leisure Limited

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For PVR Limited

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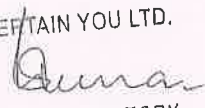
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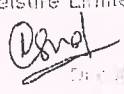
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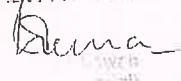
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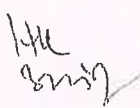
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- 4.2.5 All assets and liabilities of Lettuce and PVR Leisure as on the Appointed Date, and all assets and properties which are acquired by Lettuce and PVR Leisure on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of PVR and shall under the provisions of Sections 391 to 394 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 or be deemed to be transferred to and vested in PVR upon the coming into effect of this Scheme pursuant to the provisions of Sections 391 to 394 of the Act, provided however that no onerous asset shall have been acquired by Lettuce and PVR Leisure after the Appointed Date without the prior written consent of PVR.
- 4.3 With effect from the Appointed Date, all debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of Lettuce and PVR Leisure shall be transferred or be deemed to have been transferred to PVR, to the extent they are outstanding on the Effective Date, without any further act, deed, matter or thing and the same shall be assumed by PVR so as to become, on and from the Appointed Date, the liabilities and obligations of PVR on same terms and conditions as were applicable to Lettuce and PVR Leisure. PVR shall undertake to 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 debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.
- 4.4 Where any of the debt, liabilities (including contingent liabilities), duties and obligations of Lettuce and PVR Leisure, as on the Appointed Date, deemed to be transferred to PVR, have been discharged by Lettuce and PVR Leisure after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of PVR, and all loans raised and used and all liabilities and obligations incurred by Lettuce and PVR Leisure after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of PVR, and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing shall stand transferred to PVR and shall become the liabilities and obligations of PVR on same terms and conditions as were applicable to the Lettuce and PVR Leisure. PVR shall undertake to 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 loans and liabilities have arisen in order to give effect to the provisions of this Clause.

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For PVR Leisure Limited


For PVR Limited


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4.5 Loans, advances and other obligations (including any guarantee, letter of credit, letter of comfort or any other instrument or arrangements which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between Lettuce and PVR Leisure and PVR, shall stand discharged and there shall be no liability in that behalf on either party.

5. CONSIDERATION

5.1 The entire paid-up equity and non-cumulative convertible preference share capital of PVR Leisure is held by PVR, directly and the entire paid-up equity share capital of Lettuce is held by PVR through its wholly owned subsidiary PVR Leisure. Therefore, upon this Scheme being effective, the entire Issued, Subscribed and Paid up share capital of Lettuce and PVR Leisure shall, *ipso facto*, without any further application, act or deed stand cancelled on the Effective Date and no shares of PVR will be issued or allotted with respect to the equity and preference shares held by PVR in the PVR Leisure and to PVR Leisure with respect to the equity shares held by PVR Leisure in Lettuce in consideration for amalgamation.

6. ACCOUNTING TREATMENT

Upon the Scheme becoming effective, PVR shall account for the amalgamation of Lettuce and PVR Leisure in its books of accounts with effect from the Appointed Date as per the 'Purchase Method', as described in Accounting Standard – 14 "Accounting for Amalgamations" issued by the Institute of Chartered Accountants of India, such that:

- 6.1 All the assets and liabilities (including intangible not recorded) excluding reserves of Lettuce and PVR Leisure are transferred to and vested in PVR, pursuant to the Scheme and shall be recorded by PVR, at their respective fair values as on the Appointed Date.
- 6.2 With effect from the Appointed Date and upon the Scheme becoming effective, the investments of PVR in PVR Leisure and that of PVR Leisure in Lettuce shall stand cancelled.
- 6.3 Loans, advances, amount receivable or payable inter-se between PVR, Lettuce and PVR Leisure appearing in the books of accounts of PVR, Lettuce and PVR Leisure, if any, shall stand cancelled.

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High Court of Madhya Pradesh
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6.4 The difference in the value of net assets of Lettuce and PVR Leisure to be vested in PVR as per Clause 6.1 above, after adjustment of the cancellation of investment of PVR and PVR Leisure as per Clause 6.2 above would be debited to Goodwill or credited to Capital Reserve as the case may be.

6.5 In case of any difference in accounting policy between Lettuce, PVR Leisure and PVR, the Impact of the same till the Appointed Date will be adjusted in accordance with Accounting Standard - 5 "Net Profit or Loss for the Period, Prior Period Items and Changes in Accounting Policies", to ensure that the financial statements of PVR reflect the financial position on the basis of consistent accounting policy.

7. INCREASE IN AUTHORISED SHARE CAPITAL OF PVR

7.1 Upon the Scheme becoming effective, the authorized share capital of PVR, in terms of its Memorandum of Association and Articles of Association, shall automatically stand enhanced without any further act, instrument or deed on the part of PVR, by the authorized share capital of Lettuce and PVR Leisure, and the Memorandum of Association and Articles of Association of PVR (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and consent of all the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolution(s) under Section 13, 14, 61 of Companies Act, 2013 and 394 of Companies Act, 1956 and other applicable provisions of the Act would be required to be separately passed and for this purpose the stamp duty and fee paid on the authorized share capital of Lettuce and PVR Leisure shall be utilized and applied to the increased authorized share capital of PVR and no extra stamp duty and / or fee shall be payable by PVR for increase in the authorized share capital to that extent.

7.2 Pursuant to this Scheme, PVR shall file the requisite documents/ information with the Registrar of Companies or any other Applicable Authority for such increase of the authorized share capital.

8. STAFF, WORKMEN AND EMPLOYEES

8.1 On the Scheme becoming effective, all staff, workmen and employees of Lettuce and PVR Leisure in service on the Effective Date shall be deemed to have become staff, workmen and employees of PVR with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuity of

For LETTUCE ENTERTAIN YOU LTD.

AUTHORISED SIGNATORY

For PVR Leisure Limited

For PVR Limited

Pankaj Bhawan
Sr. VP (Secretary)

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High Court of Madhya Pradesh
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service, and the terms and conditions of their employment with PVR shall be the same as their existing terms of employment in Lettuce and PVR Leisure on the Effective Date.

8.2 It is expressly provided that, on the Scheme becoming effective, Provident Fund, Gratuity Account, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of Lettuce and PVR Leisure shall be transferred to and shall get consolidated with the corresponding funds or account of PVR. PVR shall have the obligation to make contributions to the said Fund or account or Funds or accounts in accordance with the provisions thereof or as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of Lettuce and PVR Leisure in relation to such Fund or account or Funds or accounts shall become those of PVR. It is clarified that the services of the staff, workmen and employees of Lettuce and PVR Leisure will be treated as having been continuous for the purpose of the said Fund or account or Funds or accounts. Until such time that PVR creates or arranges for its own funds or accounts, PVR may, subject to necessary approvals and permissions, if any, continue to make contributions pertaining to the employees of Lettuce and PVR Leisure to the relevant fund or accounts of Lettuce and PVR Leisure. Such contributions and other balances pertaining to the employees of Lettuce and PVR Leisure shall be transferred to the funds or accounts created by PVR on creation of relevant funds or arrangements or accounts by PVR.

9. LEGAL PROCEEDINGS

9.1 All legal proceedings of whatsoever nature by or against Lettuce and PVR Leisure, pending and / or arising on or after the Appointed Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in the Scheme but shall be continued and enforced by or against PVR as the case may be, in the manner and to the same extent as would or might have been continued and enforced by or against Lettuce and PVR Leisure.

9.2 PVR undertakes to have all legal and / or other proceedings initiated by or against Lettuce and PVR Leisure referred to in Clause 9.1 above, transferred in its name and to have the same continued, prosecuted and enforced by or against PVR, to the exclusion of Lettuce and PVR Leisure.

For LETTUCE ENTERTAIN YOU LTD.

AUTHORISED SIGNATORY

[Signature]

For PVR Leisure Limited

[Signature]
Director

For PVR Limited

[Signature]
Director

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High Court of District
Authorised Under Section 79
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10. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC

- 10.1 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance policies, indemnities, guarantees and other instruments of whatsoever nature in relation to Lettuce and PVR Leisure, or to the benefit of which Lettuce and PVR Leisure may be eligible, and which are subsisting or having effect on or immediately before the Effective Date, shall be in full force and effect, on or against or in favour of PVR and may be enforced as fully and effectually as if, instead of Lettuce and PVR Leisure, PVR had been a party or beneficiary or obligee thereto.
- 10.2 With effect from the Appointed Date and upon the Scheme becoming effective, all rights and licenses relating to copyrights, trademarks, know-how, technical know-how, trade names, descriptions, trading style, franchises, labels, label designs, logos, emblems, and items of such nature, colour schemes, utility models, holograms, bar codes, designs, patents, privileges and any rights, title or interest in intellectual property rights in relation to Lettuce and PVR Leisure, to which Lettuce and PVR Leisure is a party or to the benefit of which Lettuce and PVR Leisure may be entitled or eligible, shall be in full force and effect, on or against or in favour of PVR as the case may be, and may be enforced as fully and effectually as if, instead of Lettuce and PVR Leisure, PVR had been a party or beneficiary or obligee thereto.
- 10.3 PVR shall be entitled to the benefit of all insurance policies which have been issued in respect of Lettuce and PVR Leisure and the name of PVR shall be substituted as "Insured" in the policies as if PVR was initially a party.
- 10.4 With effect from the Appointed Date and upon the Scheme becoming effective, all permits including operating permits, quotas, rights, entitlements, licenses including those relating to tenancies, trademarks, patents, copyrights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to Lettuce and PVR Leisure, and all rights relating thereto to the benefit of which Lettuce and PVR Leisure may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect in favour of or against PVR, and may be enforced fully and effectually as if, instead of Lettuce and PVR Leisure, PVR had been a beneficiary or obligee thereto.
- 10.5 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions, approvals, exemption schemes, or consents required to carry on operations in Lettuce and PVR Leisure, respectively, shall stand vested in or transferred to PVR without any further act or deed, and shall be appropriately mutated by

For LETTUCE ENTERTAIN YOU LTD.
[Signature]
AUTHORISED SIGNATORY

For PVR Leisure (India)
[Signature]
Director

For PVR Limited
[Signature]
Sanki Deyan
Sr. VP (Secretarial)

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Examiner Sujeeta S. [Signature]
High Court of District of
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the statutory authorities concerned therewith in favour of PVR: The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of Lettuce and PVR Leisure shall vest in and become available to PVR pursuant to the Scheme.

10.6 PVR at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to Lettuce and PVR Leisure to which Lettuce and PVR Leisure is a party in order to give formal effect to the above provisions. PVR shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of Lettuce and PVR Leisure and to carry out or perform all such formalities or compliances, referred to above, on behalf of Lettuce and PVR Leisure.

11. OTHER ENTITLEMENTS

11.1 All cheques and other negotiable instruments, payment orders received in the name of Lettuce and PVR Leisure after the Effective Date shall be accepted by the bankers of PVR and credited to the account of PVR. Similarly, the bankers of PVR shall honour cheques issued by Lettuce and PVR Leisure for payment after the Effective Date.

11.2 Upon the coming into effect of this Scheme the resolutions, if any, of Lettuce and PVR Leisure, which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of PVR and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in PVR.

12. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

With effect from the Appointed Date and up to and including the Effective Date:

12.1 Lettuce and PVR Leisure 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:

For LETTUCE ENTERTAIN YOU LTD.

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For PVR Leisure Limited

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For PVR Limited

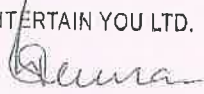
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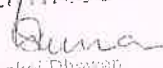
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- (a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the High Court; or
 - (b) if the same is expressly permitted by this Scheme; or
 - (c) if the prior written consent of the Board of Directors of PVR has been obtained.
- 12.2 Lettuce and PVR Leisure 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 of Lettuce and PVR Leisure for and on account of, and in trust for PVR.
- 12.3 All profits and cash accruing to or losses arising or incurred (including the effect of taxes, if any, thereon), by Lettuce and PVR Leisure, shall for all purposes, be treated as the profits or cash or losses, of PVR.
- 12.4 All accretions and depletions to Lettuce and PVR Leisure shall be for and on account of PVR.
- 12.5 Any of the rights, powers, authorities, privileges attached, related or pertaining to or exercised by Lettuce and PVR Leisure shall be deemed to have been exercised by Lettuce and PVR Leisure for and on behalf of, and in trust for and as an agent of PVR. Similarly, any of the obligations, duties and commitments attached, related or pertaining to Lettuce and PVR Leisure that have been undertaken or discharged by Lettuce and PVR Leisure, shall be deemed to have been undertaken for and on behalf of and as an agent for PVR.
- 12.6 As and from the Appointed Date and till the Effective Date:
- 12.6.1 All assets and properties of Lettuce and PVR Leisure as on the date immediately preceding the Appointed Date, whether or not included in the books of Lettuce and PVR Leisure and all assets and properties relating thereto, which are acquired by Lettuce and PVR Leisure on or after the Appointed Date, in accordance with this Scheme, shall without any further act or deed be deemed to be the assets and properties of PVR.
- 12.6.2 All reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on the Appointed Date, whether or not provided in the books of Lettuce and PVR Leisure, and all reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations relating thereto which arise or accrue to Lettuce and PVR Leisure, on or after the Appointed Date in accordance with this Scheme, shall be deemed to be the reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of PVR.

For LETTUCE ENTERTAIN YOU LTD.

 AUTHORISED SIGNATORY

For PVR Leisure Limited

 Director

For PVR Limited

 Penkaj Dheeran
 Sr. VP (Secretarial)

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13. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations of Lettuce and PVR Leisure, pursuant to this Scheme, and the continuance of the legal proceedings by or against PVR shall not affect any transactions or proceedings already completed by Lettuce and PVR Leisure, on and after the Appointed Date, to the end and intent that PVR accepts all acts, deeds and things done and executed by and / or on behalf of Lettuce and PVR Leisure, as acts, deeds and things done and executed by and / or on behalf of PVR.

14. COMPLIANCE WITH SECTION 2(1B) OF THE INCOME-TAX ACT, 1961

The provisions of this Scheme as they relate to the amalgamation of Lettuce and PVR Leisure into and with PVR have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

15. TREATMENT OF TAXES

15.1 It is expressly clarified that upon the Scheme becoming effective all taxes payable by Lettuce and PVR Leisure from the Appointed Date onwards shall be treated as the tax liability of PVR. Similarly all credits for tax deduction at source on income of Lettuce and PVR Leisure shall be given to PVR; or obligation for deduction of tax at source on any payment made by or to be made by PVR shall be made or deemed to have been made and duly complied with if so made by Lettuce and PVR Leisure. Similarly any advance tax payment required to be made by specified due dates in the tax laws shall also be deemed to have been made correctly if so made by Lettuce and PVR Leisure.

15.2 All taxes of any nature, duties, cesses or any other like payment or deductions made by Lettuce and PVR Leisure to any statutory authorities such as Income Tax, Sales Tax, Service Tax etc. or any tax deduction or collection at source, relating to the period after

For LETTUCE ENTERTAIN YOU LTD.

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For PVR Leisure Limited

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Director

For PVR Limited

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Public Director
Sr. VP (Subordinate)

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the Appointed Date up to the Effective Date shall be deemed to have been on account of or paid by PVR and the relevant authorities shall be bound to transfer to the account of and give credit for the same to PVR upon the passing of the orders on this Scheme by the High Court and upon relevant proof and documents being provided to the said authorities.

15.3 Upon the Scheme becoming effective, PVR is also expressly permitted to revise its income tax, withholding tax, service tax, sales tax/ value added tax and other statutory returns and filings under the tax laws notwithstanding that the period of filing/ revising such returns may have lapsed and to claim refunds, advance tax and withholding tax credits, etc, pursuant to the provisions of this Scheme. PVR shall be entitled to refund and/or set off all amounts paid by either of Lettuce and PVR Leisure or PVR under Income Tax, Value Added Tax or any other disputed amount under appeal, if any, upon this scheme being effective.

16. DISSOLUTION OF LETTUCE AND PVR LEISURE

On the Scheme becoming effective, Lettuce and PVR Leisure shall without any further act or deed stand dissolved without being wound up.

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GENERAL TERMS AND CONDITIONS

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17. APPLICATION TO THE HIGH COURT

Lettuce and PVR Leisure shall, with all reasonable dispatch, make application or petition under Sections 391-394 and other applicable provisions of the Act to the High Court of Delhi at New Delhi or any other Appropriate Authority, for sanction of this Scheme under the provisions of law. Since Lettuce and PVR Leisure are wholly owned subsidiary of PVR, there is no need for filing application or petition by PVR for sanctioning the Scheme.

18. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

Lettuce and PVR Leisure, acting through their respective Board of Directors may assent to any modifications / amendments to the Scheme or to any conditions or limitations that the Court and / or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors). Lettuce and PVR Leisure, by their respective Board of Directors, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, 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.

19. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- 19.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and / or creditors of Lettuce and PVR Leisure, as prescribed under the Act and as may be directed by the High Court or any other Appropriate Authority as may be applicable.
- 19.2 The sanction of this Scheme by the High Court or any other Appropriate Authority under Sections 391 to 394 and other applicable provisions, if any of the Act in favour of Lettuce and PVR Leisure.

For LETTUCE ENTERTAIN YOU LTD.
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AUTHORISED SIGNATORY

For PVR Leisure
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Director

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- 19.3 Certified or authenticated copy of the Order of the High Court sanctioning the Scheme being filed with the Registrar of Companies by Lettuce and PVR Leisure respectively.
- 19.4 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, if any, which by law may be necessary for the implementation of this Scheme.

20. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in Clause 19 not being obtained and / or the Scheme not being sanctioned by the High Court or such other Appropriate Authority, if any, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and agreed between the respective parties to this Scheme. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme unless otherwise mutually agreed.

21. SETTLEMENT OF DIFFERENCE OR ISSUE THROUGH ARBITRATION

If any doubt or differences or issues arise between the parties hereto or any of their shareholders, creditors, employees and any other party as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability vested under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to arbitration of a sole Arbitrator appointed by the consent of both the parties and shall be governed as per the Arbitration Act as in force.

22. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of Lettuce and / or PVR Leisure, arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by PVR and would be debited to Goodwill or credited to Capital Reserve, as the case may be, arising pursuant to Clause 6.4.

For LETTUCE ENTERTAIN YOU LTD.

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AUTHORISED SIGNATORY

For PVR Leisure Ltd
Ravi
Director

For PVR Limited

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Transferor Companies	Transferee Company
<p>For LETTUCE ENTERTAIN YOU LIMITED</p> <p>For LETTUCE ENTERTAIN YOU LTD.</p> <p><i>Pankaj Dhawan</i> AUTHORISED SIGNATORY</p> <p>(Pankaj Dhawan) Authorised Signatory</p>	<p>For PVR LIMITED</p> <p>For PVR Limited</p> <p><i>Pankaj Dhawan</i> Pankaj Dhawan Sr. VP (Secretarial)</p> <p>(Pankaj Dhawan) Authorised Signatory</p>
<p>For PVR LEISURE LIMITED,</p> <p>For PVR Leisure Limited</p> <p><i>Pankaj Dhawan</i> Director</p> <p>(Pankaj Dhawan) Director</p>	

Pankaj Dhawan

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Schedule - II
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LETTUCE ENTERTAIN YOU LIMITED

(Formerly known as K M Multiplexes and Fun Management Limited)

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF TRANSFEROR COMPANY NO. 1)

LETTUCE ENTERTAIN YOU LIMITED,
-TRANSFEROR COMPANY NO. 1

	Situation/ Location	Area	Khasra/ Taluka No.
1.	NIL		

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF TRANSFEROR COMPANY NO. 1)

LETTUCE ENTERTAIN YOU LIMITED
- TRANSFEROR COMPANY NO. 1

S. No.	Situation/ Location	Area	Khasra/ Taluka No.
1	NIL		

PART -III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF TRANSFEROR COMPANY NO. 1)

LETTUCE ENTERTAIN YOU LIMITED
- TRANSFEROR COMPANY NO. 1

S. No.	Particulars
1.	NIL

For LETTUCE ENTERTAIN YOU LIMITED

For LETTUCE ENTERTAIN YOU LTD.

Pankaj Dhawan
Pankaj Dhawan
Authorized Signatory AUTHORIZED SIGNATORY

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Registered Office: 61, BasantLok, VasantVihar, New Delhi-110 057
Corporate Office: Block-A, Building No. 9A, 4th Floor, DLF Cyber City, Phase-III, Gurgaon, Haryana-122002
TEL: +91 124 4708 100 Email: pankaj.dhawan@pvrcinemas.com
CIN: U55101DL2012PLC245154

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PVR LEISURE LIMITED

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Regd. Office: 61, Basant Lok, Vasant Vihar, New Delhi - 110 057

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF TRANSFEROR COMPANY NO. 2)

PVR LEISURE LIMITED,

-TRANSFEROR COMPANY NO. 2

	Situation/ Location	Area	Khasra/ Taluka No.
1.	NIL		

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF TRANSFEROR COMPANY NO. 2)

PVR LEISURE LIMITED

- TRANSFEROR COMPANY NO. 2

S. No.	Situation/ Location	Area	Khasra/ Taluka No.
1.	NIL		

PART -III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF TRANSFEROR COMPANY NO. 2)

PVR LEISURE LIMITED

- TRANSFEROR COMPANY NO. 2

S.No.	Particulars
1.	1,86,27,083 shares of face value of Rs. 10/- each in PVR bluO Entertainment Limited.

FOR PVR LEISURE LIMITED

Dated this the 19th day of OCTOBER, 2016
By Order of the Court.

Registrar (Co.)
For Registrar General

Certified to be True Copy

Examiner Judicial
High Court of Delhi
Authorised Under Section 20
Indian Evidence Act

12223/16
Date of Presentation of application for copy 22/12/16
No. of Words/Pages 28 P
Copying Fees 140/-
Process Fees (Urgent/Ordinary)
Registration and Postage Fee
Agency Fees
Total Rupees 140/-
Name of Applicant Deepak Dicleon
Date of Receipt of Record for Copy 04/01/17
Date of Preparation of Copy 04/01/17
Date of Delivery of Copy
H. Govt
4/1/17

Administrative Officer (Judicial)
(Original)
High Court of Delhi
Delhi



✓
4-1-17

**THE NATIONAL COMPANY LAW TRIBUNAL,
PRINCIPAL BENCH
NEW DELHI
COMPANY PETITION NO. CAA-69 (PB) /2019**

Under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

In the matter of
Scheme of Amalgamation of

SPI Cinemas Private Limited

Transferor Company

AND

PVR Limited

Transferee Company

Judgment delivered on: 23.08.2019

CORAM:

CHIEF JUSTICE (RTD.) M.M. KUMAR, HON'BLE PRESIDENT

S. K. MOHAPATRA, HON'BLE MEMBER (T)

For Petitioners: Mr. Deepak Diwan, Advocate

For Income Tax Department: Mr. Shailendra Singh, Adv.

Ms. Vibhooti Malhotra, Adv.

Mr. Ajinkya Tiwari, Adv.

For Regional Director: Mr. Chetna Khandpal, CP

For Official Liquidator: Mr. Amish Tondon, Adv.



ORDER

S. K. Mohapatra, Member

1. This Joint application has been filed by the Petitioner Companies under Sections 230 to 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and the National Company Law Tribunal Rules, 2016, for the purpose of the approval of the Scheme of Amalgamation of the Transferor Company into the Transferee Company. The copy of the Scheme of Amalgamation (hereinafter referred as the "Scheme") has been placed on record.
2. The "Transferor Company", SPI Cinemas Private Limited was incorporated on 30.09.1991 under the provisions of companies Act 1956, having its registered office situated at 61, Basant Lok, Vasant Vihar, New Delhi.
3. The "Transferee Company", PVR Limited was incorporated on 26.04.1995 under the provisions of companies Act 1956, having its registered office situated at 61, Basant Lok, Vasant Vihar, New Delhi.



4. It is seen from the records that the First Motion application seeking dispensation/convening the meetings of Shareholders and Creditors of petitioner companies was filed before this Bench vide CA (CAA) No. 24 (PB) 2019 and based on such joint application moved under Sections 230-232 of the Companies Act, 2013, the meetings of Equity Shareholders and Secured Creditors of the transferor company were dispensed with vide order dated 27.02.2019 passed by this Bench. In relation to the unsecured creditors of Transferor Company and equity shareholders, secured creditors and unsecured creditors of the transferee company, directions were issued in the same order for convening their respective meetings. Subsequently, the aforesaid meetings were duly held on 24.04.2019 wherein the proposed Scheme was unanimously approved by the members present and voting in the said meetings. The reports of the Chairperson and the scrutinizer in respect of the respective meetings have been placed on record.

5. Subsequently, on 08.05.2019 the Petitioners were directed to carry out publication in the newspapers 'Business Standard' English Delhi edition as well as in 'Business



Standard' Hindi Delhi edition. In addition to the public notice, notices were directed to be served on the Regional Director (Northern Region), Registrar of Companies, NCT of Delhi and Haryana, Official Liquidator, the Income Tax Department and to the other relevant sectoral regulators.

6. It is seen from the records that the Petitioners have filed an affidavit dated 18.06.2019 affirming compliance of the order passed by the Tribunal dated 08.05.2019. A perusal of the affidavit discloses that the petitioners have affected the newspaper publication as directed in one issue of the 'Business Standard' English edition on 11.06.2019 as well as in 'Business Standard' Hindi edition again on 11.06.2019 in relation to the date of hearing of the petition.

7. Additionally, it is also confirmed in the same affidavit that copies of petition have been duly served to the Registrar of Companies, Regional Director, Northern Region, Official Liquidator and Income Tax Department in compliance of the order and in proof of the same acknowledgement made by the respective offices have also been placed on record.



8. The Regional Director has filed its representation dated 03.07.2019 in which no objection against the Scheme has been raised by the Regional Director/ Registrar of Companies. It is stated in the report that all the petitioner companies have filed their updated annual returns and balance sheet up to the year ending 31.03.2018 and there is no prosecution or technical scrutiny has been initiated/pending against the petitioner companies.
9. It is further submitted by the Regional Director that in reference to Clause 33 of the Scheme the transferee company should comply with the provisions of Section 232 (3) (2) (i) of the Companies Act, 2013 in regard to fee payable on its revised authorized share capital.
10. In response to the aforesaid observation the transferee company has filed an undertaking vide affidavit dated 12.07.2019 affirming that the transferee company will comply with the provisions of Section 232 (3) (2) (i) of the Companies Act, 2013 in regard to fee payable on its revised authorized share capital. The observation raised by the Regional Director thus stands satisfied.



11. The Official Liquidator has filed its report dated 28.06.2019 wherein no specific objection has been raised against the approval of the Scheme. It is submitted in the report that the official liquidator has not received any complaint against the proposed Scheme from any person/party interested in the Scheme in any manner and that the affairs of the transferor company do not appear to have been conducted in a manner prejudicial to the interest of its members or to public interest.

12. The Department of Income Tax has also filed its report in respect of both the petitioner companies dated 30.01.2019 wherein it is stated that they have no objection against approval of the Scheme subject to protection of the interest of the Revenue.

13. Therefore, in order to protect the interest of the Revenue it is clarified that there shall be no limitation on the power of the Income tax Department for recovery of pending Income Tax dues, including imposition of penalties etc. as provided in law.



14. In the joint petition it has also been affirmed that no proceeding for inspection, inquiry or investigation under the provisions of the Companies Act, 2013 or under provisions of Companies Act, 1956 is pending against the Petitioner Companies.
15. Certificates of respective Statutory auditors of both the petitioner companies have been placed on record to the effect that Accounting Treatment proposed in the Scheme of Amalgamation is in conformity with the Accounting Standard notified by the Central Government as specified under the provisions of Section 133 of the Companies Act, 2013.
16. The shareholders of the applicant companies are the best Judges of their interest, fully conversant with market trends, and therefore, their decision should not be interfered with by Tribunal for the reason that it is not a part of judicial function to examine entrepreneurial activities and their commercial decisions. It is well settled that the Tribunal evaluating the Scheme of which sanction is sought under Section 230-232 of the Companies Act of 2013 will not ordinarily interfere with the corporate decisions of companies approved by shareholders and creditors.



17. In the case of Hindustan Lever Employees Union Vs. Hindustan Lever Limited (1995) 5 SCC 491 the three Judges Bench of Hon'ble Supreme Court held that:

'A company court does not exercise appellate jurisdiction over a scheme and its jurisdiction is limited to ascertaining fairness, justness and reasonableness of the Scheme and to ensure that neither any law has been violated or public interest compromised in the process.'

18. Right to apply for the sanction of the Scheme has been statutorily provided under Section 230-234 of the Companies Act, 2013 and therefore, it is open to the applicant companies to avail the benefits extended by statutory provisions and the Rules.

19. The petitioner companies have also filed affidavit on 06.07.2019 confirming that no objection has been received against the Scheme from any party or from any person interested in the Scheme in any manner.

20. It has also been affirmed in the petition that the Scheme is in the interest of the transferor company and the



transferee company including their shareholders, creditors, employees and all concerned.

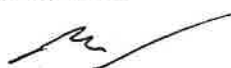
21. In view of the foregoing, upon considering the approval accorded by the members and creditors of both the Petitioner companies to the proposed Scheme, and the affidavits filed by the Regional Director, Northern Region, Ministry of Corporate Affairs and the report of official liquidator; there appears to be no impediment in sanctioning the present Scheme.

22. Consequently, sanction is hereby granted to the Scheme under Section 230 to 232 of the Companies Act, 2013.

23. The Petitioners shall however remain bound to comply with the statutory requirements in accordance with law.

24. Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this court to the scheme will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners.

25. While approving the Scheme as above, we further clarify that this order should not be construed as an order in any



way granting exemption from payment of stamp duty, taxes or any other charges, if any, and payment in accordance with law or in respect to any permission/compliance with any other requirement which may be specifically required under any law.

26. **THIS TRIBUNAL DO FURTHER ORDER**

- i. *That the Transferor Company shall stand dissolved without following the process of winding-up; and*
- ii. *That all the property, rights and powers of the Transferor Company, be transferred without further act or deed, to the transferee company and accordingly the same shall pursuant to Section 232 of the Companies Act, 2013, be transferred to and vest in the transferee company.*
- iii. *That all the liabilities and duties of the Transferor Company, be transferred without further act or deed, to the transferee company and accordingly the same shall, pursuant to Section 232 of the Act, be transferred to and become the liabilities and duties of the transferee company; and*



- iv. That all proceedings now pending by or against the Transferor Company, be continued by or against the transferee company; and
- v. That all the employees of the Transferor Company in service, on the date immediately preceding the date on which the scheme takes effect, i.e. the effective date shall become the employees of the transferee company on such date without any break or interruption in service and upon terms and condition not less favorable than those subsisting in the Transferor Company on the said date.
- vi. That Petitioner companies shall within thirty days of the date of the receipt of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered the Transferor Company shall be dissolved and the Registrar of Companies shall place all documents relating to the Transferor Company registered with him on the file kept by him in relation to the transferee company and




the files relating to both the petitioner companies shall be consolidated accordingly; and

- vii. That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

The petition stands disposed of in the above terms.

Let copy of the order be served to the parties.




23.08.201
(M.M. KUMAR)

PRESIDENT


(S.K. MOHAPATRA)

MEMBER (T)


26/8/19
सहायक पंजीयक
ASSISTANT REGISTRAR
राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
C.G.O. COMPLEX, NEW DELHI-110003

ANNEXURE-1

1292
Date of Presentation of application for Copy 26/08/19
No. of Pages 19
Copying Fee 325/-
Registration & Postage Fee
Total ₹ 300/-
Date of Receipt & Record of Copy
Date of Preparation of Copy 04-09-19
Date of Delivery of Copy 04/09/19

SCHEME OF AMALGAMATION

BETWEEN

PVR LIMITED

AND

SPI CINEMAS PRIVATE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

DD/DR/AR Court Officer
National Company Law Tribunal
04/09/19

PREAMBLE

(A) BACKGROUND AND DESCRIPTION OF COMPANIES WHO ARE PARTIES TO THE SCHEME

1. PVR Limited (hereinafter called 'PVR') was incorporated on April 26, 1995 under the Companies Act, 1956, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi- 110057. The correspondence e-mail address of PVR is pankaj.dhawan@pvrcinemas.com. The equity shares of PVR are listed on National Stock Exchange of India Limited (hereinafter called 'NSE') and BSE Limited (hereinafter called 'BSE'). The Corporate Identity Number of PVR is L74899DL1995PLC067827. Further, the Permanent Account Number of PVR is AAACP4526D. PVR is engaged in the business of film exhibition & production and operating cinema theatres in various cities of India.
2. SPI Cinemas Private Limited (hereinafter called 'SPI') was incorporated on September 30, 1991 under the Companies Act, 1956, having its registered office at 24-2-1870, IInd Floor, 3rd Cross Central Avenue, Magunta Layout, Nellore, Andhra Pradesh - 524003. The correspondence e-mail address of SPI is finance@spicinemas.in. The Corporate Identity Number of SPI is U92111AP1991PTC013273. Further, the Permanent Account Number of SPI is AABCC7343L. SPI is involved in (i) theatrical exhibition of films / multiplex business under the following brand names, 'Sathyam', 'Escape', 'the cinema', 'Palazzo', 'Casino', 'Kripa', 'Theyagaraja', 'Le Reve', 'S2CINEMAS', 'Pure', including conduct of allied activities such as sale of food and beverages, advertising and organizing events at the theatres; and (ii) film distribution business. The Board of SPI has decided to shift the registered office of the company from the State of Andhra Pradesh to the NCT of Delhi.



SPI Cinemas Private Limited

[Signature]
Director

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True copy

For PVR LIMITED
[Signature]
AUTHORISED SIGNATORY

(B) PURPOSE AND RATIONALE FOR THE SCHEME OF AMALGAMATION

PVR has entered into a Share Purchase Agreement, dated 12th August, 2018 ('SPA') with Mr. Kiran Reddy, Mr. S.V. Swaroop Reddy ('SVSR') and SS Theatres LLP ('SST'), who presently, directly and indirectly, hold the entire share capital of SPI, to acquire 71.69% stake in SPI. Pursuant to the SPA, PVR has agreed to acquire 71.69% of the total paid-up equity share capital of SPI from SST and SVSR for cash consideration in accordance with the terms and conditions of SPA.

PVR, Mr. Kiran Reddy, SVSR and SST have agreed under the SPA to the merger of SPI into PVR such that upon effectiveness of the merger in terms of this Scheme, the remaining shareholder of SPI (after acquisition of 71.69% stake by PVR), namely, SST, holding balance 28.31% stake in SPI would receive the equity shares of PVR as merger consideration.

Therefore, this Scheme of Amalgamation (hereinafter called '**the Scheme**') is being propounded under Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013 and the rules and regulations framed thereunder.

The Board of Directors of PVR and SPI to consider the benefits to the respective companies and their respective stakeholders on account of the following reasons:

1. SPI is one of the leading player in the entertainment industry offering services such as film exhibition, distribution and production and has a strong presence in predominately South India. The acquisition and consolidation of SPI with PVR would help PVR strengthen its presence in film exhibition business in South India.
2. PVR and SPI are engaged in the similar businesses. Through consolidation, the synergies that exist among the entities in terms of similar businesses processes and resources can be put to the best advantage of the stakeholders.
3. The proposed amalgamation will provide an opportunity to better leverage the consolidated assets & capital base, build a stronger & sustainable business, and improve the potential for further growth & expansion of the business of PVR.
4. The proposed amalgamation will bring about operational rationalization and organizational efficiency and will result in various operational synergies, by pooling and optimal utilization of various resources and thereby reducing overhead, administrative, managerial and other expenditures. The proposed amalgamation will strengthen significantly the position of PVR in the cinema exhibition industry in terms of asset base, revenue, business volume and market share.
5. The amalgamated entity will benefit from improved organizational capability and leadership, arising from the combination of the resources, employees and management of PVR and SPI who have diverse skills, talent and vast experience to operate successfully in an increasingly competitive, fast growing and dynamic entertainment industry.
6. The amalgamation will result in improved capital allocation and will also help PVR in reduction of cost of financing. The amalgamated entity will enhance the potential for further expansion of the businesses by way of increased borrowing strengths of the combined entity.



SPI Cinemas Private Limited

[Signature]
Director

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For PVR LIMITED
[Signature]
AUTHORISED SIGNATORY

In consideration of the above mentioned business rationale and related benefits, this Scheme between PVR and SPI and their respective shareholders and creditors is being proposed in accordance with the terms set out hereunder.

(C) PARTS OF THE SCHEME OF AMALGAMATION:

This Scheme of Amalgamation is divided into the following parts:

1. PART I – Definitions and Share Capital;
2. PART II - Amalgamation of SPI into PVR; and
3. PART III - General Terms and Conditions.

SPI Cinemas Private Limited

Director

For PVR Limited

AUTHORISED SIGNATORY

True copy



PART - I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning mentioned herein below:

- 1.1 "Act" or "The Act" means the Companies Act, 2013, and shall include rules and regulations made thereunder and any statutory modifications, re-enactments and / or amendments thereof for the time being in force;
- 1.2 "Applicable Laws" mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any governmental authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any governmental authority having jurisdiction over the matter in question, whether in effect as of the date of this Scheme or at any time thereafter;
- 1.3 "Appointed Date" shall be the date of acquisition of 71.69% of paid-up share capital of SPI Cinemas (P) Limited or such other date as may be fixed or approved by the Hon'ble National Company Law Tribunal ("NCLT") or any other applicable Authority (as defined hereinafter);
- 1.4 "Authority" means:
 - a. The government of any jurisdiction (including any central, state, municipal or local government or political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof;
 - b. Any public international organization or supranational body and its institutions, departments, agencies and instrumentalities;
 - c. Any governmental, quasi-governmental or private body or agency lawfully, exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing functions or any other governmental or quasi-governmental authority including (without limitation) the Securities Exchange Board of India ('SEBI'), Regional Director, Registrar of Companies, Official Liquidator and the NCLT; and
 - d. Any stock exchanges in India, including the NSE and BSE.
- 1.5 "Board" or "Board of Directors" in relation to each of the companies forming part of the Scheme, means the board of directors of such company, and shall include a committee of directors or any person authorized by the board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto.
- 1.6 "Effective Date" means the last of the dates on which the conditions specified in Clause 21 are complied with and satisfied. Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" shall mean and refer to the Effective Date;

SPI Cinemas Private Limited

[Signature]

Director



For PVR LIMITED

[Signature]

AUTHORISED SIGNATORY

- 1.7 "IT Act" shall mean Income-tax Act, 1961 and shall include rules and regulations made thereunder and any statutory modifications, re-enactments and / or amendments thereof for the time being in force;
- 1.8 "NCLT" means Hon'ble National Company Law Tribunal at New Delhi, to which this Scheme in its present form or with any modification(s) made or to be made for its sanctioning under sections 230 to 232 and other applicable provisions, if any, of the Act;
- 1.9 "PVR" means PVR Limited, a company incorporated under the Companies Act 1956, having its registered office at 61, Basant Lok, Vasant Vihar, New Delhi-110057;
- 1.10 "Record Date" means date to be fixed by the Board of Directors of PVR and SPI for the purpose of determining the members of SPI to whom fully paid-up equity shares of PVR will be issued and allotted pursuant to Clause 5.1 of this Scheme;
- 1.11 "Registrar of Companies" means Registrar of Companies, Andhra Pradesh & Telangana and NCT of Delhi & Haryana, individually or collectively, as the context may require;
- 1.12 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation, in its present form or with any modification(s) made or to be made and approved under Clause 20 of this Scheme;
- 1.13 "SPI" means SPI Cine mas Private Limited, a company incorporated under the Act, having its registered office at 24-2-1870, IInd Floor, 3rd Cross Central Avenue, Magunta Layout, Nellore, Andhra Pradesh - 524003;
- 1.14 In this Scheme, unless the context otherwise requires:
- references to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
 - the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
 - words in the singular shall include the plural and vice versa;
 - 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, including any statutory modification or re-enactment thereof from time to time;
 - references to clauses, unless otherwise provided are to clauses of this Scheme; and
 - any phrase introduced by the term "including", "include" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

Upon the occurrence of the Effective Date, the Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by NCLT or any other applicable Authority shall be effective from the Appointed Date but shall be operative from the Effective Date.



[Signature]
Director

[Signature]
True copy

For PVR LIMITED
[Signature]
AUTHORISED SIGNATORY

37.

3. DETAILS OF SHARE CAPITAL

3.1 PVR Limited ('PVR')

3.1.1 The Share Capital of PVR as on March 31, 2018 is as under:

Particulars	Amount in Rs.
Authorized Share Capital	
11,07,00,000 equity shares of Rs. 10/- each	1,10,70,00,000
5,90,000 0.001% Non-cumulative convertible Preference shares of Rs. 341.52/- each	20,14,96,800
Total	1,30,84,96,800
Issued, Subscribed and Paid-up	
4,67,38,588 equity shares of Rs. 10/- each	46,73,85,880
Total	46,73,85,880

Subsequent to March 31, 2018 and till the date of approval of Board to the said Scheme there is no change in the Share Capital structure of PVR as set out above.

3.2 SPI Cinemas Private Limited ('SPI')

3.2.1 The Share Capital of SPI as on March 31, 2018 is as under:

Particulars	Amount in Rs.
Authorized Share Capital	
1,30,00,000 equity shares of Rs. 10/- each	13,00,00,000
Total	13,00,00,000
Issued, Subscribed and Paid-up	
3,10,670 equity shares of Rs. 10/- each	31,06,700
Total	31,06,700

Subsequent to March 31, 2018, and till the date of approval of Board to the said Scheme there is no change in the Share Capital structure of SPI as set out above.

SPI Cinemas Private Limited

[Handwritten Signature]

Director



[Handwritten Signature]
True copy

For PVR LIMITED
[Handwritten Signature]
AUTHORISED SIGNATORY

PART - II

AMALGAMATION OF SPI WITH PVR

4. TRANSFER AND VESTING OF SPI

- 4.1 With effect from the Appointed Date and upon the Scheme becoming effective, SPI, together with its entire business, assets, properties, rights, benefits, interests and liabilities shall, pursuant to the provisions of sections 230 to 232 and other applicable provisions, if any, of the Act, and pursuant to the order of the applicable NCLT, without any further act, deed, matter or thing, stand transferred to and vested in and / or deemed to be transferred to and vested in PVR, as a going concern, so as to become the assets and liabilities of PVR in accordance with section 2(1B) of the IT Act.
- 4.2 Without prejudice to the generality of the above, with effect from the Appointed Date and upon the Scheme becoming effective:
- 4.2.1 All the assets, rights and properties of SPI (whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, present or future, existing or contingent, tangible or intangible) of whatsoever nature and wherever situated, of or belonging to or in the possession or control of SPI including but not limited to leasehold / license rights, data processing equipment, computers and servers, computer software, furniture and fixtures, investments, office equipment, electrical installations, telephones, telex, facsimile, other communication facilities, all rights and licenses relating to copyrights, trademarks, goodwill, pending applications, registrations, know-how, technical know-how, trade names, descriptions, trading style, franchises, labels, label designs, logos, emblems, and items of such nature, colour schemes, utility models, holograms, bar codes, designs, patents, privileges and any rights, title or interest in intellectual property rights in relation to SPI, to which SPI is a party or to the benefit of which SPI may be entitled or eligible, any registrations, permits, approvals, all rights or title or interest in property(ies) by virtue of any court order or decree, contractual arrangement, allotment, grant, lease, possession or otherwise, memorandum of understandings, tenancy rights, hire purchase contracts, lending contracts, permissions, benefits, incentives, tax registrations, tax credit (such as advance income tax, withholding tax credit, input credit of goods and service tax and minimum alternate tax ('MAT') credit), contracts, engagements, arrangements of all kinds, rights, titles, interests, benefits and advantages of whatsoever nature and wherever 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 SPI, industrial, regulatory and other licenses, no-objection certificates, clearances, exemptions, municipal and other statutory permissions, approvals including but not limited to cinema exhibition related licenses, right to use and avail electricity connections, water connections, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, all books, records, files, papers, computer programs, manuals, data, quotations, list of present and former vendors and suppliers, and all other rights, title, lease, interest, contracts, consent, approvals or powers of every kind, nature and descriptions whatsoever, shall under the provisions of sections



SPI Cinemas Private Limited

[Signature]
Director

[Signature]
True copy

For PVR LIMITED
[Signature]
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230 to 232 of the Act and any other applicable provisions of the Act, and pursuant to the order of NCLT or any other applicable Authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges, if any affecting the same, as on the Effective Date be transferred to and / or deemed to be transferred to and vested in PVR, so as to become the properties and assets of PVR with effect from Appointed Date.

4.2.2 With respect to such assets and properties of SPI as on the Effective Date, as are movable in nature and are capable of transfer by physical delivery or endorsement and delivery or novation and delivery, including cash in hand, the same shall be so transferred to PVR and deemed to have been handed over by physical delivery or by endorsement and delivery or novation and delivery, as the case may be, to PVR to the end and intent that the property and benefit therein passes to PVR with effect from the Appointed Date.

4.2.3 In respect of the movable assets owned by SPI as on the Effective Date, other than those mentioned in Clause 4.2.2 above, including actionable claims, sundry debtors, outstanding loans, advances, whether recoverable in cash or kind or for value to be received and deposits and advances, if any, with the local and other authorities, body corporate(s), customers, landlords/ lessors etc., SPI shall, if so required by PVR, and / or PVR may, issue notices or intimations in such form as PVR may deem fit and proper, stating that pursuant to NCLT having sanctioned this Scheme, the debt, loan, advance, deposit or other asset, be paid or made good or held on account of PVR, as the person entitled thereto, to the end and intent that the right of SPI to recover or realize the same stands transferred to PVR and that appropriate entries should be passed in their respective books to record the aforesaid changes.

4.2.4 The immovable properties standing in the books of SPI, if any, and any documents of title or rights and easements in relation thereto shall be vested in and transferred to and / or be deemed to have been vested in and transferred to PVR automatically without requirement of execution of any further documents for registering the name of PVR as owner thereof and the regulatory authorities, including Sub-registrar of Assurances, Talati, Tehsildar etc. may rely on the Scheme along with the copy of the order passed by the NCLT, to make necessary mutation entries and changes in the land or revenue records to reflect the name of PVR as owner of the immovable properties. For the purpose of vesting of immovable properties in favour of PVR, PVR is hereby empowered / authorized to execute any documents / enter into any arrangements for and on behalf of SPI.

4.2.5 All assets and properties which are acquired by SPI on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of PVR and shall under the provisions of sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or be deemed to be transferred to and vested in PVR upon the coming into effect of this Scheme pursuant to the provisions of sections 230 to 232 of the Act and other applicable provisions, if any, of the Act.

All reserves, debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of SPI shall be transferred or be deemed to have been transferred to PVR, to the extent they are outstanding on the



SPI Cinemas Private Limited
Asnd
Director

True copy

For PVR LIMITED
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AUTHORISED SIGNATORY

Effective Date, without any further act, deed, matter or thing and the same shall be assumed by PVR so as to become, on and from the Appointed Date, the liabilities and obligations of PVR on the same terms and conditions as were applicable to SPI. PVR shall undertake to 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 debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.

4.4 Where any of the debt, liabilities (including contingent liabilities), duties and obligations of SPI as on the Appointed Date, deemed to be transferred to PVR, have been discharged by SPI after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of PVR, and all loans raised and used and all liabilities and obligations incurred by SPI after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of PVR, and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing shall stand transferred to PVR and shall become the liabilities and obligations of PVR on same terms and conditions as were applicable to SPI. PVR shall undertake to 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 loans and liabilities have arisen in order to give effect to the provisions of this Clause.

4.5 Loans, advances and other obligations (including any guarantee, letter of credit, letter of comfort or any other instrument or arrangements which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between SPI and PVR, shall stand discharged and there shall be no liability in that behalf on either party.

5. CONSIDERATION

5.1 Upon this Scheme becoming effective PVR shall, without any further application, act or deed, issue and allot fully paid-up equity shares to the equity shareholders of SPI (other than the equity shares as would be held by PVR in SPI pursuant to their acquisition) whose names appear in the register of its members on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives in the following manner (hereinafter referred as Equity Shares):-

“15,99,974 fully paid up equity shares of face value of Rs. 10/- (Rupees Ten) of PVR to be issued and allotted to the equity shareholders of SPI against 87,959 fully paid up equity shares of face value of Rs. 10/- (Rupees Ten) each held in SPI in the ratio of 18.19 equity shares of PVR of Rs. 10/- (Rupees Ten) each fully paid up for every 1 equity share of SPI of Rs. 10/- (Rupees Ten).”

5.2 The aforementioned ratio in which Equity Shares are to be issued and allotted to the shareholders of SPI is herein referred to as the “Share Exchange Ratio”. This Share Exchange Ratio has been determined by the Board of Directors of SPI and PVR based on their independent judgment and taking into consideration the valuation report dated 11th August, 2018 provided by SSPA & Co., Chartered Accountants and fairness opinion dated 11th August, 2018 provided by SPA Capital Advisors Limited.



SPI Cinemas Private Limited

[Signature]
Director

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For PVR LIMITED
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- 5.3 Subject to Clause 13.1.3, if SPI restructures its share capital during the pendency of the Scheme, the Share Exchange Ratio shall be adjusted by mutual consent of the respective Boards of SPI and PVR to take into account the effect of such corporate actions.
- 5.4 The share certificates of SPI in relation to the equity shares held by the shareholders of SPI shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect on and from the Record Date.
- 5.5 The Equity Shares of PVR, to be issued to the member of SPI pursuant to Clause 5.1 above, shall be subject to the Memorandum and Articles of Association of PVR and shall rank pari passu, with the existing equity shares of PVR.
- 5.6 The fractional entitlement, if any, to which shareholder of SPI may become entitled to upon issuance of Equity Shares pursuant to Clause 5.1 above would be rounded off by PVR to the nearest integer.
- 5.7 Equity Shares of PVR issued in terms of Clause 5.1 of this Scheme will be listed and / or admitted to trading on the BSE and NSE where the shares of PVR are listed and / or admitted to trading in terms of SEBI (Listing Obligations and Disclosure Requirements), 2015, as amended time to time and the applicable circulars issued by SEBI.
- 5.8 PVR shall enter into such arrangements and give such confirmations and / or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchanges, if any. On such formalities being fulfilled, the said stock exchanges shall list and/or admit such Equity Shares for the purpose of trading.
- 5.9 The issue and allotment of equity shares by PVR to the member of SPI pursuant to Clause 5.1 above is an integral part of this Scheme.
- 5.10 The entire equity shares of SPI held by PVR, on the Effective Date, will be deemed to have been cancelled without any further act or deed and no shares of PVR are required to be issued in lieu thereof. Therefore, the consideration for the purpose of recording/ registration and payment of stamp duty for the shareholding of PVR in SPI shall be treated as nil.
- 5.11 The approval of this Scheme by the members of PVR shall be deemed to be due compliance of the provisions of Section 62 of the Companies Act, 2013 and other relevant and applicable provisions of the Act for the issue and allotment of Equity Shares by PVR to the members of SPI, as provided in this Scheme.

6. ACCOUNTING TREATMENT

Notwithstanding anything to the contrary in this Scheme, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in its books of account as per the 'Acquisition Method" provided in Indian Accounting Standard 103 "Business Combinations", prescribed under Section 133 of the Companies Act, 2013.



SPI Cinemas Private Limited

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Director

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7. INCREASE IN AUTHORISED SHARE CAPITAL OF PVR

7.1 Upon the Scheme becoming effective, the authorized share capital of PVR in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of PVR by the authorized share capital of SPI as on the Effective Date and the Memorandum of Association and Articles of Association of PVR (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and consent of the shareholders of PVR to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolution(s) under section 13, section 14, section 61, section 232 and any other applicable provisions of the Act, would be required to be separately passed and for this purpose the stamp duties and fees paid on the authorized share capital of SPI shall be utilized and applied to the increased authorized share capital of PVR and no payment of any additional stamp duty and / or fee shall be payable by PVR for increase in the authorized share capital to that extent.

7.2 The MoA of PVR shall, upon coming into effect of this Scheme and without any further act or deed, be amended by replacement of Clause V of the MoA by the following:

MEMORANDUM OF ASSOCIATION

"V. The Authorised Share Capital is Rs. 1,43,84,96,800/- (Rupees One Forty Three Crores Eighty Four Lacs Ninety Six Thousand Eight Hundred only) divided into 11,38,06,700 Equity Shares of face value of Rs. 10/- (Rupees Ten only) each and 5,90,000 Preference Shares of face value of Rs. 341.52/- (Rupees Three Hundred and Forty One and Fifty Two Paise only) each.

7.3 Upon the Scheme becoming effective, PVR shall file with the Registrar of Companies all requisite forms and complete the compliance and procedural requirements under the Act, if any, to give effect for such increase in the authorized share capital. It is hereby clarified that for the purposes of increasing the authorized share capital in accordance, the sanction of the NCLT shall be deemed to be sufficient for the purposes of effecting this amendment.

8. WORKMEN AND EMPLOYEES

8.1 With effect from the Appointed Date and upon the Scheme becoming effective, all workmen and employees of SPI in service on the date immediately preceding the Effective Date shall be deemed to have become workmen and employees of PVR without any break, discontinuance or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with PVR shall not be less favorable than those applicable to them with reference to SPI on the Effective Date.

8.2 With effect from the Appointed Date and upon the Scheme becoming effective, Provident Fund, Gratuity Account, Employee State Insurance, Superannuation Fund or any other Special Fund or Trusts or schemes created or existing for the benefit of the workmen and employees of SPI shall be transferred to and shall get



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Director

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consolidated with the corresponding funds or accounts of PVR . PVR shall have the obligation to make contributions to the said fund or account or funds or accounts in accordance with the provisions thereof or as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of SPI in relation to such fund or account or funds or accounts shall become those of PVR. It is clarified that the services of the workmen and employees of SPI will be treated as having been continuous for the purpose of the said fund or account or funds or accounts. Until such time that PVR creates or arranges for its own funds or accounts, PVR may, subject to necessary approvals and permissions, if any, continue to make contributions pertaining to the employees of SPI to the relevant fund or accounts of SPI. Such contributions and other balances pertaining to the employees of SPI shall be transferred to the funds or accounts created by PVR on creation of relevant funds or arrangements or accounts by PVR.

8.3 All contributions made by SPI under applicable law in connection with the transferred workmen and employees to the relevant funds or accounts for the period after the Appointed Date shall be deemed to be contributions made by PVR.

9. LEGAL PROCEEDINGS

9.1 All legal proceedings, if any, of whatsoever nature by or against SPI, pending and / or arising on or after the Appointed Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in the Scheme but shall be continued and enforced by or against PVR as the case may be, in the manner and to the same extent as would or might have been continued and enforced by or against SPI.

9.2 PVR undertakes to have all legal and / or other proceedings initiated by or against SPI referred to in Clause 9.1 above, transferred in its name and to have the same continued, prosecuted and enforced by or against PVR, to the exclusion of SPI.

10. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC

10.1 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, letters of intent, memorandum of understanding, lease deeds, license agreements, deeds, bonds, agreements, bids, tenders, undertakings, schemes, arrangements, insurance policies, indemnities, guarantees and other instruments of whatsoever nature in relation to SPI, or to the benefit of which SPI may be eligible, and which are subsisting or having effect on or immediately before the Effective Date, shall be in full force and effect, on or against or in favor of PVR and may be enforced as fully and effectually as if, instead of SPI, PVR had been a party or beneficiary or obligee thereto.

10.2 With effect from the Appointed Date and upon the Scheme becoming effective, all guarantees provided by any bank in favour of SPI outstanding as on the Effective Date, shall vest in PVR and shall enure to the benefit of PVR and all guarantees issued by the bankers of SPI at the request of SPI favouring any third party shall be deemed to have been issued at the request of PVR and continue in favour of such third party till its maturity or earlier termination.



Director

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- 10.3 With effect from the Appointed Date and upon the effectiveness of the Scheme, PVR shall be entitled to the benefit of all insurance policies which have been issued in respect of SPI and the name of PVR shall be substituted as "Insured" in the policies as if PVR was initially a party.
- 10.4 With effect from the Appointed Date and upon the Scheme becoming effective, all permits including cinema operating licenses, operating permits, no-objection certificates, exemptions, quotas, rights, entitlements, licenses including those relating to tenancies, trademarks, patents, copyrights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to SPI, and all rights relating thereto to the benefit of which SPI may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect in favor of or against PVR, and may be enforced fully and effectually as if, instead of SPI, PVR had been a beneficiary or obligee thereto.
- 10.5 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions, approvals, exemption schemes, or consents required to carry on operations in SPI, respectively, shall stand vested in and be transferred to PVR without any further act or deed, and shall be appropriately endorsed / mutated / transferred by the statutory authorities concerned therewith in favor of PVR by taking on record the order of the NCLT sanctioning this Scheme. For this purpose, PVR shall file certified copies of such sanction order and if required file appropriate applications or forms with relevant authorities concerned for statistical and information purposes and there shall be no break in the validity and enforceability of the licenses. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of SPI shall vest in and become available to PVR pursuant to the Scheme.
- 10.6 PVR at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to SPI to which SPI is a party in order to give formal effect to the above provisions. PVR shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of SPI and to carry out or perform all such formalities or compliances, referred to above, on behalf of SPI.

11. OTHER ENTITLEMENTS

- 11.1 All cheques and other negotiable instruments, payment orders received in the name of SPI after the Effective Date shall be accepted by the bankers of PVR and credited to the account of PVR. Similarly, the bankers of PVR shall honour cheques issued by SPI for payment after the Effective Date.
- 11.2 Upon the coming into effect of this Scheme the resolutions, if any, of SPI, which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of PVR and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act (including borrowing limits under Section 180(1)(c)), or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in PVR.



SPI Cinemas Private Limited
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 Director

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12. TREATMENT OF TAXES/DUTIES/CESS ETC.

- 12.1 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes payable by SPI shall be treated as the tax liability of PVR. Similarly all credits for tax deduction at source on income of SPI shall be given to PVR; or obligation for deduction of tax at source on any payment made by or to be made by PVR shall be made or deemed to have been made and duly complied with if so made by SPI. Similarly any advance tax payment required to be made by specified due dates under the tax laws shall also be deemed to have been made correctly if so made by SPI.
- 12.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes of any nature, duties, cess or any other like payment or deductions made by SPI to any statutory authorities such as income tax, goods and service tax etc. or any tax deduction or collection at source, relating to the period after the Appointed Date up to the Effective Date shall be deemed to have been on account of or paid by PVR and the relevant authorities shall be bound to transfer to the account of and give credit for the same to PVR upon the passing of the order on this Scheme by NCLT and upon relevant proof and documents being provided to the said authorities.
- 12.3 With effect from the Appointed Date and upon the Scheme becoming effective, PVR is also expressly permitted to revise income tax, withholding tax and other statutory returns and filings under the tax laws notwithstanding that the period of filing / revising such returns may have lapsed and to claim refunds, advance tax credit (including the MAT credit) and withholding tax credits etc., pursuant to the provisions of this Scheme. PVR shall be entitled to refund and / or set off all amounts paid by SPI or PVR under income tax or any other disputed amount under appeal, if any, upon this Scheme being effective.

13. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 13.1 With effect from the date of approval of this Scheme by the Board of respective companies and up to and including the Effective Date:
 - 13.1.1 SPI undertakes to preserve and carry on its business with 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 assets, undertaking or any part thereof save and except in each case:
 - (a) if the same is in its ordinary course of business; or
 - (b) if the same is expressly permitted by this Scheme; or
 - (c) if prior written consent of the Board of PVR has been obtained.
 - 13.1.2 SPI shall not take, enter into, perform or undertake, as applicable:
 - (a) any material decision in relation to its business and affairs and operations;
 - (b) any agreement or transaction (other than an agreement or transaction in the ordinary course of business); and
 - (c) such other matters as PVR may notify from time to time, without the prior written consent of the Board of PVR.
 - 13.1.3 Without prejudice to the generality of Clause 13.1.2 above, SPI shall not make any change in its capital structure, whether by way of increase (by issue of equity shares, rights shares, bonus shares, preferential issue, convertible debentures, share warrants



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 Director

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or otherwise) decrease, reduction, reclassification, sub-division, consolidation, re-organisation or in any other manner which may, in any way, affect the Share Exchange Ratio (as provided in Clause 5.1), except under any of the following circumstances:

- (a) by mutual consent of the respective Boards of SPI and PVR; or
- (b) as may be permitted under this Scheme.

- 13.1.4 SPI may, jointly with PVR or with the prior written consent of PVR, apply to any applicable Authority or third party for such consents, approvals and sanctions as may be required under Applicable Laws or contract pursuant to, or in connection with the Scheme.
- 13.1.5 SPI shall not vary the terms and conditions of service of its employees except in the ordinary course of business.
- 13.2 SPI 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 of SPI for and on account of, and in trust for PVR.
- 13.3 With effect from the Appointed Date and upon the Scheme becoming effective, all profits and cash accruing to or losses arising or incurred (including the effect of taxes, if any, thereon), by SPI, shall for all purposes, be treated as the profits or cash or losses, of PVR.
- 13.4 All accretions and depletions to SPI shall be for and on account of PVR.
- 13.5 Any of the rights, powers, authorities, privileges, attached, related or pertaining to or exercised by SPI shall be deemed to have been exercised by SPI for and on behalf of, and in trust for and as an agent of PVR. Similarly, any of the obligations, duties and commitments attached, related or pertaining to SPI that have been undertaken or discharged by SPI, shall be deemed to have been undertaken for and on behalf of and as an agent for PVR.
- 13.6 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of SPI occurs by virtue of Part II of this Scheme itself, PVR may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under Applicable Laws or otherwise, give notice in such form, as may be required or as it may deem fit and proper or enter into or execute deeds (including deeds of adherence), confirmations, novations, declarations or other writings or documents as may be necessary and carry out and perform all such formalities and compliances, for and on behalf of SPI, including, with or in favour of and required by: (i) any party to any contract, agreement or deed to which SPI is a party; or (ii) any applicable Authority or non-government authority; in order to give formal effect to the provisions of this Scheme. Provided however, that execution of any confirmation or novation or other writings or arrangements shall in no event postpone the giving effect to this Scheme from the Effective Date.

SPI Cinemas Private Limited

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Director



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14. **DIVIDENDS**

- 14.1 Notwithstanding the above Clauses of the Scheme, PVR shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.
- 14.2 The holders of the shares of PVR shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.
- 14.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards, and subject to the approval, if required, of the shareholders of PVR.

15. **SAVING OF CONCLUDED TRANSACTIONS**

The transfer and vesting of the assets, liabilities, obligations, contracts and employees of SPI with and into PVR, pursuant to this Scheme, and the continuance of the legal proceedings by or against PVR shall not affect any transactions or proceedings already completed by SPI, on and after the Appointed Date till the Effective Date, to the end and intent that PVR accepts all acts, deeds and things done and executed by and / or on behalf of SPI, as acts, deeds and things done and executed by and / or on behalf of PVR.

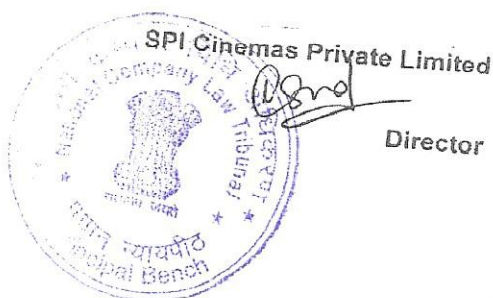
16. **COMPLIANCE WITH SECTION 2(1B) OF THE IT ACT**

The provisions of this Scheme as they relate to the amalgamation of SPI into and with PVR have been drawn up to comply with the conditions relating to "amalgamation" as defined under section 2(1B) of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section of the IT Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the IT Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the IT Act. Such modification will, however, not affect the other parts of the Scheme.

17. **DISSOLUTION OF SPI**

On the Scheme becoming effective,

- (i) SPI shall without any further act or deed and without being wound up stand dissolved and no person shall make assert or take any claims, demands or proceeding against a director or officer or employee thereof in his capacity as such director or officer or employee except in so far as may be necessary for enforcing the provisions of the NCLT's order sanctioning this Scheme;
- (ii) The right of every shareholder of the dissolved SPI to or in respect of any equity share held by them in the dissolved SPI shall stand extinguished and, thereafter, no such shareholder shall make, assert or take any claims, demands or proceedings in respect of any such equity share; and



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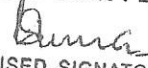
(iii) Upon the Scheme coming into effect, the Board of SPI shall, without any further acts, resolutions, filings, instruments or deeds, shall cease to exist and stand dissolved.

SPI Cinemas Private Limited



Director

For PVR LIMITED



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PART - III

GENERAL TERMS AND CONDITIONS

18. APPLICATION TO NCLT

PVR and SPI shall, with all reasonable dispatch, make and file all applications or petitions under sections 230 to 232 and other applicable provisions of the Act before the relevant NCLT for sanction of this Scheme under the provisions of law and shall apply for such approvals as may be required under Applicable Laws.

19. APPROVAL OF THE SCHEME THROUGH E-VOTING

PVR shall offer e-Voting to its shareholders for seeking their approval to the Scheme (after disclosure of all material facts in the explanatory statement sent to the shareholders in relation to this Scheme).

20. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

PVR and SPI by their respective Board may carry out or assent to any modifications / amendments including withdrawal / termination / abandonment to the Scheme or to any conditions or limitations that NCLT and / or any other applicable Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. PVR and SPI, by their respective Boards, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, 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.

21. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to fulfilment of the following conditions:

- 21.1 Occurrence of the closing of the sale of the 71.69% stake of SPI to PVR.
- 21.2 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and / or creditors of PVR and SPI, as prescribed under the Act and / or as may be directed by NCLT.
- 21.3 The sanction of this Scheme by NCLT under sections 230 to 232 and other applicable provisions, if any, of the Act.
- 21.4 The receipt of requisite, consent, approval or permission of the central government or any other applicable Authority (including SEBI, BSE and NSE), if any, which by law may be necessary for the implementation of this Scheme.
- 21.5 Certified or authenticated copy of the order of NCLT sanctioning the Scheme being filed with the Registrar of Companies by the respective companies involved in the Scheme. If the order of NCLT sanctioning this Scheme is filed with the Registrar of Companies on different dates, then last of such dates would be considered the date of filing of order with Registrar of Companies.

22. EFFECT OF NON-RECEIPT OF APPROVALS

Subject to Clause 25, in the event of any of the said sanctions and approvals referred to in Clause 21 not being obtained and / or the Scheme not being sanctioned by NCLT or such other applicable Authority, if any, this Scheme shall stand revoked.

SPI Cinemas Private Limited

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Director

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cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and agreed between the respective parties to this Scheme.

23. APPROVALS

The approval and consent to this Scheme by the shareholders of SPI and PVR pursuant to Sections 230 to 232 of the Act, shall be deemed to mean that such shareholders have also accorded their consent under the SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015 (in case of PVR) and / or Section 188 of the 2013 Act if required, in relation to any contract or arrangement entered into or proposed to be entered into by SPI with PVR to give effect to the provisions of this Scheme.

24. PAST TRACK RECORD

Upon coming into effect of this Scheme, the past track record of SPI including without limitation, the profitability, experience, credentials and market share, shall be deemed to be the track record of PVR for all commercial and regulatory purposes including for the purpose of eligibility, standing, evaluation and participation of PVR in all existing and futures bids, tenders and contracts of all authorities, agencies and clients.

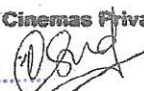
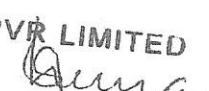
25. SEVERABILITY

If any provision of this Scheme cannot be proceeded with or is found to be unworkable for any reason whatsoever including non-receipt of any approval as envisaged under Clause 21 or unenforceable under the present or future laws, then subject to the joint decision of PVR and SPI such provision shall be severable from the remainder of this Scheme and shall not affect the validity or implementation of the other provisions of this Scheme.

26. COSTS, CHARGES AND EXPENSES

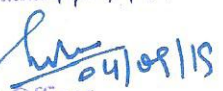
Upon sanction and approval of the Scheme by NCLT or such other applicable Authority, if any, all costs, charges, fees, taxes including stamp duties and registration charges, transfer charges, levies and all other expenses, if any (save as expressly otherwise agreed) of PVR or SPI arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by PVR.



For SPI Cinemas Private Limited SPI Cinemas Private Limited  Director Nitin Sood Director	For PVR Limited For PVR LIMITED  AUTHORISED SIGNATORY Pankaj Dhawan Authorised Signatory
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No. 1293
 Date of Presentation 26/08/19
 Date of Application for Copy 26/08/19
 No. of Pages 19
 Copying Fee 9/-
 Registration & Postage Fee
 Total ₹ 300/-
 Date of Receipt
 Record of Copy
 Date of Preparation of Copy 04.09.19
 Date of Delivery of Copy 04/09/19

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 DD/DR/AR/Court Officer
 National Company Law Tribunal
 New Delhi


 सहायक पंजीयक
 ASSISTANT REGISTRAR
 राष्ट्रीय कम्पनी विधि अधिकरण
 NATIONAL COMPANY LAW TRIBUNAL
 C.G.O. COMPLEX, NEW DELHI-110003

NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

COURT III

24. C.P.(CAA)/207/MB/2022

IN

C.A.(CAA)/201/MB/2022

CORAM: SH. H. V. SUBBA RAO, MEMBER (J)

MS. MADHU SINHA, MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL
COMPANY LAW TRIBUNAL ON **12.01.2023**

NAME OF THE PARTIES: Inox Leisure Limited

SECTION 230(I) OF COMPANIES ACT, 2013

ORDER

Mr. Hemant Sethi, counsel for the Petitioner and Ms. Rupa Sutar,
representative of Regional Director are present through virtual hearing.

C.P. (CAA)/207/MB/2022

Heard both sides and the above Company Petition is **allowed. Detail order
would follow:**

Sd/-
MADHU SINHA
Member (Technical)
//SGP//

Sd/-
H. V. SUBBA RAO
Member (Judicial)

Certified True Copy _____
Date of Application 18-01-2023
Number of Pages 1
Fee Paid Rs. 5/-
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Deputy Registrar 31-01-2023
National Company Law Tribunal, Mumbai Bench



**IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT- III**

C.P. (CAA)/207/MB/2022

Connected with

C.A. (CAA)/201/MB/2022

In the matter of the Companies Act, 2013;

AND

In the matter of Section 230 to 232 of the
Companies Act, 2013 and other applicable
provisions of the Companies Act, 2013;

AND

In the matter of Scheme of Amalgamation of
INOX Leisure Limited ("Transferor Company"
or "First Petitioner Company") having CIN
L92199MH1999PLC353754 with PVR Limited
("Transferee Company" or "Second Petitioner
Company") having CIN
L74899MH1995PLC387971 and their
respective shareholders and creditors
('Scheme').

INOX Leisure Limited,)
A Company incorporated under the)
provisions of the Companies Act, 1956)
having its registered office at 5th Floor,)
Viraj Towers, Next to Andheri Flyover,)
Western Express Highway, Andheri)
(East), Mumbai - 400093)
CIN: L92199MH1999PLC353754)



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT - III
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...First Petitioner Company/ Transferor Company

PVR Limited,)
a Company incorporated under the)
provisions of the Companies Act, 1956)
having its registered office at 7th Floor,)
Lotus Grandeur Building, Veera Desai)
Road, Opposite Gundecha Symphony,)
Andheri (West), Mumbai - 400053)
CIN: L74899MH1995PLC387971)

...Second Petitioner Company/Transferee Company

Order pronounced on: 12.01.2023

Coram:

Hon'ble Mr. H. V. Subba Rao : **Hon'ble Member (Judicial)**
Hon'ble Ms. Madhu Sinha : **Hon'ble Member (Technical)**

Appearances (by video-conferencing):

For the Petitioners : Mr. Hemant Sethi, Ms. Devanshi
Sethi, i/b Hemant Sethi & Co.,
Advocates for Petitioner Companies

For the Regional Director : Ms. Rupa Sutar, Deputy Director, in
Office of Regional Director, MCA (WR),
Mumbai

ORDER

1. The Court is convened by videoconference today (12.01.2023).
2. Heard the learned Counsel for the Petitioners and the representative of the Regional Director, Western Region, Ministry of Corporate Affairs, Mumbai. No objector has come before this Tribunal to



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MUMBAI BENCH, COURT - III

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oppose the Scheme nor has any party controverted any averments made in the Petition.

3. The sanction of the Tribunal is sought under sections 230 to 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, to the Scheme of Amalgamation of INOX Leisure Limited ('First Petitioner Company' / 'Transferor Company') with PVR Limited ('Second Petitioner Company' / 'Transferee Company') and their respective Shareholders and Creditors ('Scheme').
4. Learned Counsel for the Petitioner Companies submits that the consideration of the Scheme, as determined by the Joint Valuation report dated 27th March, 2022 issued by SSPA & Co., Chartered Accountants and Drushti Desai, Independent Registered Valuers is attached to the Company Scheme Petition. The swap ratio is as follows:

For Equity Shareholders of the First Petitioner Company

Upon coming into effect of this Scheme and in consideration of the amalgamation of the Transferor Company with the Transferee Company, the Transferee Company shall, without any further application, act or deed, issue and allot to the shareholders of the Transferor Company whose names are recorded in the register of members as a member of the Transferor Company on the Record Date (or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of the Transferee Company), 3 (Three) Equity Shares of the Transferee Company of Rs. 10 (Rupees Ten) fully paid-up, for every 10 (Ten) Equity Shares of the Transferor Company of Rs.



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10 (Rupees Ten) each fully paid-up held by such member in the Transferor Company (**“Share Exchange Ratio”**).

5. The Learned Counsel for the Petitioner Companies further submits that:-

a) *The First Petitioner Company is engaged in the business of cinema exhibition, related food & beverages and allied activities. The First Petitioner Company is a listed company having its equity shares listed on BSE Limited and National Stock Exchange of India Limited.*

b) *The Second Petitioner Company engaged in the business of cinema exhibition, movie distribution, related food & beverages and allied activities. The Second Petitioner Company is a listed company having its equity shares listed on BSE Limited and National Stock Exchange of India Limited.*

6. The Scheme has been approved by the Board of Directors of the First Petitioner Company and the Second Petitioner Company in their respective meeting held on 27th March 2022. The Appointed Date is mutually agreed between the Parties as 1st January 2023 and a joint affidavit about fixing the Appointed Date is filed by the Petitioner Companies on 6th January, 2023 with this Tribunal.

7. The Learned Counsel appearing on behalf of the Petitioner Companies states that the Petition has been filed in consonance with the order dated 22nd day of August 2022, passed by this Hon'ble Tribunal in the connected Company Scheme Application bearing C.A.(CAA)/201/MB/2022 the following directions/orders were passed:-



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT - III

C.P. (CAA)/207/MB/2022 Connected with C.A. (CAA)/201/MB/2022

- a. *Meeting of the Equity Shareholders of the First Petitioner Company was directed to be convened and held on 12th October, 2022 at 12.00 p.m. through Video Conferencing or Other Audio Video Means (VC / OAVM).*
- b. *Meeting of the Equity Shareholders of the Second Petitioner Company was directed to be convened and held on 11th October, 2022 at 11.30 a.m. through Video Conferencing or Other Audio Video Means (VC / OAVM).*
- c. *Meeting of the sole Secured Creditor of the First Petitioner Company was dispensed with basis the consent affidavit provided by the sole Secured Creditor of the First Petitioner Company.*
- d. *Meeting of the Secured Creditors of the Second Petitioner Company was directed to be convened and held physically at the registered office of the Second Petitioner Company on 11th October, 2022 at 3.00 p.m.*
- e. *Meetings of the Unsecured Creditors of the Petitioner Companies were dispensed with, in view of the fact that, the scheme does not involve any compromise and arrangement with the Unsecured Creditors. The First Petitioner Company has served notices on the Unsecured Creditors having outstanding more than Rs. 80,000 as on 30th June, 2022 constituting more than 95% in value. The Second Petitioner Company has served notices on the Unsecured Creditors having outstanding more than Rs. 3,60,000 as on 30th June, 2022 constituting more than 95% in value, as per the directions given by this Bench vide order dated 22nd August, 2022*



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through Email and Registered Post.

f. *The First Petitioner Company has served notices upon all the Regulatory Authorities by hand delivery/Speed post and Email namely (i) the Central Government through the office of Regional Director, Western Region, Mumbai; (ii) the Registrar of Companies, Mumbai, Maharashtra; (iii) the concerned Income Tax Authority within whose jurisdiction the First Petitioner Company is assessed to the tax; (iv) the concerned GST Authorities; (v) BSE Limited; (vi) NSE; (vii) SEBI and (viii) Official Liquidator, Bombay High Court.*

g. *The Second Petitioner Company has served notices upon all the Regulatory Authorities by Registered Post namely (i) the Central Government through the office of Regional Director, Western Region, Mumbai; (ii) the Registrar of Companies, Mumbai, Maharashtra; (iii) the concerned Income Tax Authority within whose jurisdiction the Second Petitioner Company is assessed to the tax; (iv) the concerned GST Authorities; (v) BSE Limited; (vi) NSE; and (vii) SEBI.*

8. The Learned Counsel for the Petitioner Companies states that the rationale for the Scheme is as follows:

- i. *consolidation for the long-term sustainability of the business;*
- ii. *create value for stakeholders including respective shareholders, customers, lenders and employees as the combined business would benefit from increased scale, innovations in technology and expanded reach with increased growth opportunities, higher cross selling opportunities to a larger base of customers, improvement in productivity and operational efficiencies, amongst others.*



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- iii. *accelerate growth and expand into Tier-2 and Tier-3 cities and take modern multiplex experience across more states and towns across India;*
- iv. *better administration and cost optimization (including optimization in administrative and other common costs by bulk negotiations);*
- v. *pooling of resources and creating better synergies;*
- vi. *provide material realisable cost and revenue synergies for the benefit of the Parties; and*
- vii. *optimal utilisation of resources and economies of scale resulting in improved efficiencies especially in the wake of Covid-19, which has impacted the film exhibition industry at large. The growth of digital OTT platforms due to higher mobile internet penetration, low cost of internet data, ease of access, multi-homing, free content and low subscription charges has already begun to have an impact and will continue to impose significant pressures on the theatrical business. The film business is going through a rapid transformational change due to advent of technology and hence, in order to compete effectively, it has become imperative to consolidate for the long term sustainability of the business.*

9. The Petitioner Companies has received representation from Commercial Taxes Department, Government of Telangana about the proposed demand against the First Petitioner Company for different years which are under assessment at various stages. The First Petitioner Company further received representation from the Goods & Service Tax Authorities, Indore about the outstanding demand issued by National Anti-Profiteering Authority against which a writ petition is filed by the First Petitioner Company in Delhi High Court. The Learned Counsel for the Petitioner Companies submits that the Petitioner Companies have filed responses against the said



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representations of Commercial Taxes Department, Government of Telangana and Goods & Service Tax Authorities, Indore on 20th October 2022 and 10th December 2022 respectively and submitted that all the pending appeal/ litigation by/ against the First Petitioner Company shall be continued by/ against the Second Petitioner Company. The Learned Counsel for the Petitioner Companies further submits that a copy of the response against the representation by Commercial Taxes Department, Government of Telangana is filed by the Petitioner Companies along with the Company Scheme Petition under section 230-232 of the Companies Act, 2013 filed on 22nd October 2022 with this Tribunal and a copy of the response against the representation by Goods & Service Tax Authorities, Indore is filed by the First Petitioner Company by way of an additional affidavit on 6th January, 2023 with this Tribunal.

10. The Regional Director, Western Region, Ministry of Corporate Affairs, Mumbai has filed its Report dated 14th December 2022, inter alia stating therein the observations on the Scheme as stated in paragraph 2 (a) to (k) of the said Report. In response to the observations made by the Regional Director, the Petitioner Companies have filed reply affidavit cum rejoinder on 6th January, 2023. The observations made by the Regional Director and the clarifications and undertakings given by the Petitioner Companies are summarized in the table below:

Para	RD Observation	Reply by the Petitioner Companies via RD
2		



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		Rejoinder Affidavit filed on 6th January, 2023
a)	That on examination of the report of the Registrar of Companies, Mumbai dated 13.12.2022 for Petitioner Companies (Annexed as Annexure A-1) that the Petitioner Companies falls within the jurisdiction of ROC, Mumbai. It is submitted that no representation regarding the proposed scheme of Amalgamation has been received against the Petitioner Companies. Further, the Petitioner Transferor Company and Transferee Company has filed AOC-4 and MGT-7 upto 31.03.2022.	As far as the observation of the Regional Director, as stated in paragraph 2(a) is concerned, the contents thereof are correct factual observations and thus, does not require any response. Further, the Petitioner Companies confirm, that they have filed AOC-4 and MGT-7 up to 31.03.2022.
b)	The ROC has further submitted that in his report dated 13.12.2022 which are as under :-	As far as the observation of the Regional Director, as stated in paragraph 2(b) is concerned, the Petitioner Companies, hereby submit the following:



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<p>1. That the ROC Mumbai in his report dated 13.12.2022 has stated that No Inquiry, Investigations, Inspections, Prosecutions, Technical Scrutiny, Complaint are pending against Petitioner Company.</p> <p>2. E-form GNL-1 has not filed by the Transferor Company.</p> <p>3. Authorised and paid-up share capital of Transferor & Transferee Company does not match with the Master data.</p> <p>4. Some charges are open in respect of Transferor Company.</p> <p>5. As per financial statement as on 31.03.2022, Rs. 1,023.41/- (in lakhs) total outstanding dues of micro enterprises and small enterprises & creditors of Rs. 12,567.67/- (in lakhs), other financial liabilities of Rs. 5,388.52/- (in lakhs), current liabilities of Rs.</p>	<p>1. So far as the observation of the ROC in paragraph 2(b)(1) of the Report is concerned, the contents thereof are correct factual observations and thus, does not require any response.</p> <p>2. So far as the observation of the ROC in paragraph 2(b)(2) of the Report is concerned, the Transferor Company submits that it has filed E-form GNL-1 on September 7, 2022 with SRN number F24029761. The acknowledgement of the same is attached herewith as Annexure A3.</p> <p>3. So far as the observation of the ROC in paragraph 2(b)(3) of the Report is concerned, the Transferor Company submits that the Authorised and paid-up share capital of the Transferor Company mentioned in the Company Scheme Petition C.P. (CAA)/207/MB/2022</p>
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<p>6,281.93 (in lakhs) along with secured and unsecured loans of Transferor Company.</p> <p>6. Note no. 48 (i) the company has relationship with struck off company viz. Jaiswal Food Factory Private Limited Rs. 0.24/- (Rs in lakhs).</p> <p>7. As per note 48 (d) the company has not granted any loans or advances in the nature of loans to promoters, directors, KMPs and the related parties. However, at note no. 41 (3 counts at pg. 234-236). It has shown outstanding related party transaction.</p> <p>Hence, the Petitioner Companies shall undertake to submit detail reply against observations mentioned above.</p>	<p>matches with the master data. The copy of master data of the Transferor Company is attached herewith as Annexure A4. With respect to the Authorised and paid-up share capital of the Transferee Company, the Transferee Company submits that 1,13,700 equity shares were issued under its ongoing Employee Stock Options Plan Scheme after 18th October, 2022 on various occasions by the Transferee Company after filing the Company Scheme Petition and hence there is a difference of 1,13,700 equity shares in the paid-up share capital of the Transferee Company between the paid-up share capital as at 18th October 2022 as mentioned in Para 14 of the Company Scheme Petition and the master data. The copy of master data of the Transferee Company is attached herewith as Annexure A5. Further, the</p>
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	<p>Petitioner Company undertakes that it has made all necessary filings in relation to any change in capital structure of the Company as required under the provisions of the Companies Act, 2013.</p> <p>4. So far as the observation of the ROC in paragraph 2(b)(4) of the Report is concerned, the Transferor Company submits that all open charges in respect of the Transferor Company shall be transferred to and shall be continued by the Transferee Company as and from the Appointed Date under the Scheme of Amalgamation.</p> <p>5. So far as the observation of the ROC in paragraph 2(b)(5) of the Report is concerned, the Transferor Company submits that all the outstanding dues of micro enterprises and small enterprises & creditors, other financial liabilities, current</p>
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	<p>liabilities along with secured and unsecured loans of the Transferor Company shall be transferred to the Transferee Company as and from the Appointed Date.</p> <p>6. So far as the observation of the ROC in paragraph 2(b)(6) of the Report is concerned, the Transferor Company submits that it had received security deposit of Rs. 0.24 lakhs from Jaiswal Food Factory Private Limited, a struck off company and the Transferee Company undertakes to repay the said security deposit if the same is asked to be repaid by the management of the struck off company on or after the Appointed Date in accordance with the law.</p> <p>7. So far as the observation of the ROC in paragraph 2(b)(7) of the Report is concerned, Transferor Company submits that it has not granted any</p>
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		<p>loans or advances in the nature of loans to promoters, directors, KMPs and the related parties as per note 48 (d) of the financial statements as on 31.03.2022. However, as per note no. 41 – Related Party Transactions, the Transferor Company submits that it has repaid inter-corporate deposit of Rs. 2000 lakhs to INOX Leasing & Finance Limited and also paid interest on such inter-corporate deposit of Rs. 69.04 lakhs. Further, the Transferor Company states that that it has sold movie tickets/F&B voucher of Rs. 3.33 lakhs to INOX India Limited at arms length price during FY 2022-23. Also further, with respect to the outstanding balances with related parties, the Transferor Company submits that, none of the outstanding balances with related parties as at 31.03.2022 are in the nature of loans or advances granted</p>
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IN THE NATIONAL COMPANY LAW TRIBUNAL
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		by the Transferor Company to promoters, directors, KMPs or any related parties.
c)	Transferee company should undertake to comply with the provisions of section 232(3)(i) of the Companies Act, 2013 through appropriate affirmation in respect of fees payable by Transferee Company for increase of share capital on account of merger of transfer of companies.	As far as the observation of the Regional Director, as stated in paragraph 2(c) is concerned, the Transferee Company, hereby submits that on Scheme of Amalgamation becoming Effective on the Effective date, the RoC fees or stamp duty, if any, paid by the Transferor Company on its authorised share capital shall be deemed to have been so paid by the Transferee Company on the combined authorised share capital, and the Transferee Company shall pay differential RoC fees/stamp duty for the increase of the authorised share capital, after setting-off fees and stamp duty already paid by the Transferor Company. The aggregate authorised share capital of the Transferee Company shall automatically stand increased



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		<p>to that effect by simply filing the requisite forms with the relevant Registrar of Companies without any further act, instrument or deed on the part of Transferee Company. The Transferee Company undertakes to comply with the provisions of Section 232(3)(i) of the Companies Act, 2013 for payment of differential RoC fees and Stamp Duty, if any on the increased authorised share capital.</p>
d)	<p>In compliance of Accounting Standard-14 or IND-AS 103, as may be applicable, the resultant company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards including AS-5 or IND AS-8 etc.</p>	<p>As far as observation made in paragraph 2(d) of the Report of Regional Director is concerned, the Transferee Company undertakes that in addition to compliance of IND AS-103, the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Indian Accounting Standards such as IND AS-8, etc.</p>



IN THE NATIONAL COMPANY LAW TRIBUNAL
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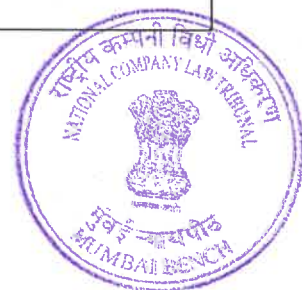
C.P. (CAA)/207/MB/2022 Connected with C.A. (CAA)/201/MB/2022

e)	The Hon'ble Tribunal may kindly direct the Petitioner Companies to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy, or no change is made.	As far as the observation of the Regional Director, as stated in paragraph 2(e) is concerned, the Petitioner Companies submit that the Scheme enclosed to the Company Scheme Application and the Company Scheme Petition are one and the same and there is no discrepancy or deviation.
f)	The Petitioner Companies under provisions of section 230(5) of the Companies Act, 2013 have to serve notices to concerned authorities which are likely to be affected by the Amalgamation or arrangement. Further, the approval of the scheme by the Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such authorities shall be binding on the petitioner companies concerned.	As far as the observation of the Regional Director, as stated in paragraph 2(f) is concerned, the Petitioner Companies submits that as per the directions contained in the Order dated 22nd August, 2022 passed by the Tribunal in C.A.(CAA)/201/MB/2022, the Petitioner Companies have served notices, as directed by the Tribunal, to all the regulatory authorities. Further, the Petitioner Companies undertakes that the approval of Scheme by the Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising



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		after giving effect to the Scheme and the decision of such authorities is binding on the Petitioner Companies.
g)	<p>As per Definition of the Scheme,</p> <p>“Appointed Date” means the Effective Date, or such other date as may be mutually agreed between the Parties;</p> <p>“Effective Date” means the date on which last of the approvals or events specified under Clause 9.1 of Part IV of the Scheme are satisfied or obtained or have occurred or the requirement of which has been waived (in writing) in accordance with this Scheme;</p> <p>“Record Date” means the date to be fixed by the Board of Directors of the Transferor Company after mutual agreement on the same</p>	<p>As far as the observation of the Regional Director, as stated in paragraph 2(g) is concerned, the Petitioner Companies submit that as per Clause 4.1 definitions of the Scheme, the ‘Appointed Date’ means the Effective Date, or such other date as may be mutually agreed between the Parties and “Parties” means the Transferor Company and the Transferee Company, collectively.</p> <p>Further, the Petitioner Companies submit that basis the power given vide the board resolutions dated March 27, 2022 and Clause 4.1 of the Scheme, the Appointed Date for the Scheme is mutually agreed and fixed between the Transferor Company and the</p>



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	<p>between the Transferee Company and the Transferor Company, for the purpose of determining the shareholders of the Transferor Company to whom the New Equity Shares will be allotted pursuant to this Scheme;</p> <p>It is submitted that the Petitioners may be asked to comply with the requirements as clarified vide circular no. F. No. 7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs.</p>	<p>Transferee Company as January 1, 2023.</p> <p>The same therefore, meets the requirements clarified vide circular no. F. No. 7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs. Further, the Petitioner Companies undertakes to comply with the requirements clarified vide circular no. F. No. 7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs.</p>
h)	<p>Petitioner Companies shall undertake to comply with the directions of the concerned sectoral Regulatory, if so required.</p>	<p>As far as the observation of the Regional Director, as stated in paragraph 2(h) is concerned, the Petitioner Companies, undertake to comply with the directions of the concerned sectoral Regulatory, if so required.</p>
i)	<p>Petitioner Companies shall undertake to comply with the</p>	<p>As far as the observation of the Regional Director, as stated in</p>



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	directions of Income tax department, if any.	paragraph 2(i) is concerned, the Petitioner Companies, undertake to comply with the directions of the Income Tax Department, if any.
j)	Petitioner Companies are listed with NSE and BSE, hence they shall undertake to comply with observations pointed out by BSE vide their letter dated 20.06.2022 & NSE vide their letter dated 21.06.2022 for both Petitioner Companies.	As far as the observation of the Regional Director, as stated in paragraph 2(j) is concerned, the Petitioner Companies, undertake to comply with observations pointed out by BSE vide their letter dated 20.06.2022 & NSE vide their letter dated 21.06.2022 for both Petitioner Companies.
k)	Petitioner companies shall undertake to comply with guidelines of RBI, FEMA/FERA as Petitioner Companies are having foreign shareholders.	As far as the observation of the Regional Director, as stated in paragraph 2(k) is concerned, the Petitioner companies, undertake to comply with guidelines of RBI, FEMA/FERA as the Petitioner Companies are having foreign shareholders.

11. The observations made by the Regional Director have been explained by the Petitioner Companies in Para 10 above. The rejoinder dated 09th January, 2023 filed by the Petitioner Company, the clarifications and undertakings given by the Petitioner Company are



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accepted by this Tribunal, and the Petitioner Company are directed to comply with the same. Moreover, the Petitioner Company undertake to comply with all the statutory requirements, if any, as may be required under the Companies Act, 2013 and the Rules made thereunder. The Authorised Representative of the Regional Director, MCA (WR), Mumbai Ms. Rupa Sutar who is present at the time of the hearing has submitted that the explanation and clarifications given by the Petitioner Company are found satisfactory for approving the scheme by the Tribunal.

12. The Official Liquidator has filed his report on 14th December 2022, inter alia stating therein that the affairs of the Transferor Company have been conducted in a proper manner.
13. From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy.
14. All the assets and liabilities including taxes and charges, if any and duties of the Transferor Company, shall pursuant to Section 232 of the Companies Act, 2013, be transferred to and become the assets, liabilities and duties of the Transferee Company.
15. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition bearing C.P.(CAA)/207/MB /2022 filed by the Petitioner Companies is made absolute in terms of prayers clause of the said Company Scheme Petition.
16. The Petitioner Companies are directed to file a certified copy of this order along with a copy of the Scheme with the concerned Registrar



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of Companies, electronically, along with e-Form INC-28, within 30 (thirty) days from the date of receipt of order, duly certified by the Designated Registrar of this Tribunal.

17. The Petitioner Companies to lodge a certified copy of this order and the Scheme duly authenticated by the Designated Registrar of this Tribunal, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 (sixty) days from the date of receipt of certified copy of the order.
18. All concerned regulatory authorities to act on a copy of this Order duly certified by the Designated Registry of this Tribunal, along with a copy of the Scheme.
19. The Scheme of Merger by Absorption is hereby sanctioned, and the appointed date of the Scheme is fixed mutually as 1st January 2023.
20. Ordered accordingly.

Sd/-

MADHU SINHA

Member (Technical)

Sd/-

H. V. SUBBA RAO

Member (Judicial)

Certified True Copy _____
Date of Application 18-01-2023
Number of Pages 22
Fee Paid Rs. 110/-
Applicant called for collection copy on 31-01-2023
Copy prepared on 31-01-2023
Copy Issued on 31-01-2023

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Deputy Registrar 31/01/2023
National Company Law Tribunal, Mumbai Bench



SCHEME OF AMALGAMATION

Se
Annexure F

754

OF

INOX LEISURE LIMITED

TRANSFEROR COMPANY

WITH

PVR LIMITED

TRANSFeree COMPANY

AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013

Munawar



Munawar



[Signature]

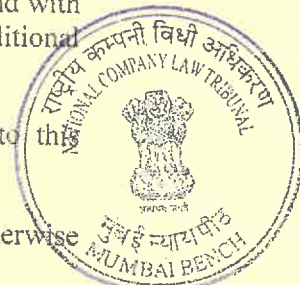


OVERVIEW, OBJECTS, DEFINITIONS AND INTERPRETATION

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1. OVERVIEW OF THE SCHEME

- 1.1 This Scheme (*as defined hereinafter*) seeks to amalgamate and consolidate the businesses of INOX Leisure Limited ("**Transferor Company**") into and with PVR Limited ("**Transferee Company**") pursuant to the provisions of Sections 230 to 232 of the Act (*as defined hereinafter*) and other applicable provisions of the Act. This Scheme is in compliance with Section 2(1B) of the Income-tax Act, 1961, the SEBI Merger Circulars (*as defined hereinafter*) and Applicable Law (*as defined hereinafter*).
- 1.2 The Transferor Company is engaged in the business of cinema exhibition, related food & beverages and allied activities. The equity shares of the Transferor Company are listed on the BSE (*as defined hereinafter*) and NSE (*as defined hereinafter*).
- 1.3 The Transferee Company is engaged in the business of cinema exhibition, movie distribution, related food & beverages and allied activities. The equity shares of the Transferee Company are listed on the BSE and NSE. Secured redeemable listed non-convertible debentures issued by the Transferee Company are listed on the wholesale debt market segment of the BSE.
- 1.4 The Parties believe that the financial, managerial and technical resources, personnel, capabilities, skills, expertise and technologies of each of the Parties pooled in the merged entity, will lead to increased optimal utilisation of resources, cost reduction and efficiencies, productivity gains and logistic advantages, thereby significantly contributing to future growth and maximising shareholder value.
- 1.5 Upon the amalgamation of the Transferor Company into the Transferee Company pursuant to the Scheme becoming effective on the Effective Date (*as defined hereinafter*), the Transferee Company will issue New Equity Shares (*as defined hereinafter*) to the shareholders of the Transferor Company on the Record Date (*as defined hereinafter*), in accordance with the Share Exchange Ratio (*as defined hereinafter*) approved by the Board of Directors of each of the Parties and pursuant to Sections 230 to 232, and other relevant provisions of the Act (*as defined hereinafter*) in the manner provided for in this Scheme and in compliance with the provisions of the Income-tax Act, 1961.
- 1.6 The amalgamation of the Transferor Company with the Transferee Company will be operative and effective from the Appointed Date.
- 1.7 This Scheme presented under Sections 230 to 232 of the Act for the amalgamation of the Transferor Company with the Transferee Company is divided into the following parts:
- Part I: Deals with the overview of the Scheme, brief overview of the Parties, objects of this Scheme and definitions and interpretation.
- Part II: Deals with capital structure of the Parties and date of taking effect.
- Part III: Deals with amalgamation of the Transferor Company into and with the Transferee Company and sets forth certain additional arrangements that form a part of this Scheme.
- Part IV: Deals with the general terms and conditions applicable to this Scheme.
- 1.8 This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.



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2. BRIEF OVERVIEW OF THE PARTIES

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2.1 INOX Leisure Limited

- (i) The Transferor Company is a public limited company incorporated under the provisions of the Companies Act, 1956 with Corporate Identity No. L92199MH1999PLC353754. The equity shares of the Transferor Company are listed on BSE and NSE.
- (ii) The objects clause of the memorandum of association of the Transferor Company authorises the Transferor Company to carry on its business.

2.2 PVR Limited

- (i) The Transferee Company is a public limited company incorporated under the Companies Act, 1956 with the Corporate Identity No L74899DL1995PLC067827. The equity shares of the Transferee Company are listed on BSE and NSE.
- (ii) The objects clause of the memorandum of association of the Transferee Company authorises the Transferee Company to carry on its business.

3. RATIONALE/OBJECTS OF THIS SCHEME

3.1 The proposed amalgamation would be in the best interest of the Parties and their respective shareholders, employees, creditors and other stakeholders as the proposed amalgamation will yield advantages as set out *inter alia* below:

- (i) consolidation for the long-term sustainability of the business;
- (ii) create value for stakeholders including respective shareholders, customers, lenders and employees as the combined business would benefit from increased scale, innovations in technology and expanded reach with increased growth opportunities, higher cross selling opportunities to a larger base of customers, improvement in productivity and operational efficiencies, amongst others;
- (iii) accelerate growth and expand into Tier-2 and Tier-3 cities and take modern multiplex experience across more states and towns across India;
- (iv) better administration and cost optimization (including optimization in administrative and other common costs by bulk negotiations);
- (v) pooling of resources and creating better synergies;
- (vi) provide material realisable cost and revenue synergies for the benefit of the Parties; and
- (vii) optimal utilisation of resources and economies of scale resulting in improved efficiencies especially in the wake of Covid-19, which has impacted the film exhibition industry at large. The growth of digital OTT platforms due to higher mobile internet penetration, low cost of internet data, ease of access, multi-homing, free content and low subscription charges has already begun to have an impact and will continue to impose significant pressures on the theatrical business. The film business is going through a rapid transformational change due to advent of technology and hence, in order to compete effectively, it has become imperative to consolidate for the long term sustainability of the business.

3.2 As a result, the Board of Directors of the Parties are proposing this Scheme under Sections 230 to 232 of the Act, which they believe is in the best interest of the shareholders and creditors of the Parties.

DEFINITIONS



4.1 In this Scheme, unless inconsistent with the subject or context, the following expressions have the meanings as set out herein below:

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“Act” means the Companies Act, 2013 (as amended);

“Applicable Law” means all applicable: (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, code, directives, rules, regulations, bye-laws, listing agreements, notifications, guidelines or policies of any applicable jurisdiction; and (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or approvals required from Governmental Authorities of, or agreements with, any Governmental Authority or a recognised stock exchange;

“Appointed Date” means the Effective Date, or such other date as may be mutually agreed between the Parties;

“Board of Directors” or “Board” in relation to the Parties means their respective board of directors, and unless it is repugnant to the context or otherwise, includes any committee of directors or any person authorised by the board of directors or by such committee of directors;

“BSE” means BSE Limited;

“Competent Authority” means the National Company Law Tribunal, having jurisdiction over the Transferor Company and the Transferee Company respectively;

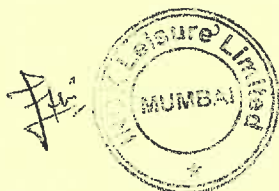
“Effective Date” means the date on which last of the approvals or events specified under Clause 9.1 of Part IV of the Scheme are satisfied or obtained or have occurred or the requirement of which has been waived (in writing) in accordance with this Scheme;

“Eligible Employees” means the employees of the Transferor Company, who are entitled to the Transferor Company Option Scheme established by the Transferor Company and administered by ‘INOX Leisure Limited – Employees’ Welfare Trust’, to whom, as on the Effective Date, options of the Transferor Company have been granted, irrespective of whether the same are vested or not;

“Encumbrance” means: (a) any encumbrance including, without limitation, any claim, mortgage, negative lien, pledge, equitable interest, charge (whether fixed or floating), hypothecation, lien, deposit by way of security, security interest, trust, guarantee, commitment, assignment by way of security, or other encumbrances or security interest of any kind securing or conferring any priority of payment in respect of any obligation of any person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any law, contract or otherwise, including any option or right of pre-emption, public right, common right, easement rights, any attachment, restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off and/ or any other interest held by a third party; (b) any voting agreement, conditional sale contracts, interest, option, right of first offer or transfer restriction; (c) any adverse claim as to title, possession or use; and/ or (d) any agreement, conditional or otherwise, to create any of the foregoing, and the term ‘encumber’ shall be construed accordingly.

“Governmental Authority” means any governmental or statutory or regulatory or administrative authority, government department, agency, commission, board, tribunal or court or other entity authorised to make laws, rules or regulations or pass directions, having or purporting to have jurisdiction over any state or other sub-division thereof or any municipality, district or other sub-division thereof pursuant to Applicable Law;

“LODR Regulations” means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended);



"New Equity Shares" has the meaning given to it in Clause 5.1 of Part III;

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"NSE" means the National Stock Exchange of India Limited;

"Parties" means the Transferor Company and the Transferee Company, collectively;

"Promoter(s)" has the meaning given to it under Regulation 2(1)(oo) of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018;

"Promoter Group" has the meaning given to it under Regulation 2(1)(pp) of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018;

"Record Date" means the date to be fixed by the Board of Directors of the Transferor Company after mutual agreement on the same between the Transferee Company and the Transferor Company, for the purpose of determining the shareholders of the Transferor Company to whom the New Equity Shares will be allotted pursuant to this Scheme;

"Registrar of Companies" or "RoC" means the Registrar of Companies, having jurisdiction over the Transferor Company and the Transferee Company respectively;

"Scheme" or "the Scheme" or "this Scheme" means this scheme of amalgamation pursuant to Sections 230 to 232 and other relevant provisions of the Act, with such modifications and amendments as may be made from time to time, with the appropriate approvals and sanctions of the Competent Authority and other relevant Governmental Authorities, as may be required under the Act and under all other Applicable Laws;

"SEBI" means the Securities and Exchange Board of India;

"SEBI Merger Circulars" means, together (a) circular no. CFD/DIL3/CIR/2017/21 dated 10 March 2017; (b) circular no. CFD/DIL3/CIR/2017/26 dated 23 March 2017; (c) circular no. CFD/DIL3/CIR/2017/105 dated 21 September 2017; (d) circular no. CFD/DIL3/CIR/2018/2 dated 3 January 2018; (e) circular no. SEBI/HO/CFD/DIL1/CIR/P/2019/192 dated 12 September 2019; (f) circular no. SEBI/HO/CFD/DIL1/CIR/P/2020/215 dated 3 November 2020; (g) circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/0000000657 dated 16 November 2021; (h) circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/0000000659 dated 18 November 2021, as amended from time to time;

"Transferee Company" has the meaning given to it in Clause 1.1 of Part I;

"Transferee Company Shares" means the fully paid-up equity shares of the Transferee Company, each having a face value of Rs. 10 (ten rupees);

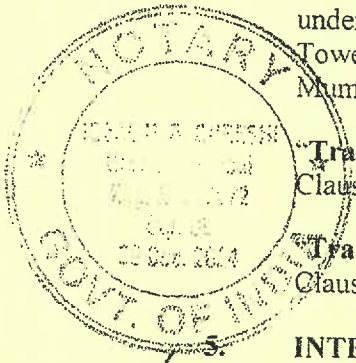
"Transferor Company" means INOX Leisure Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 5th Floor, Viraj Towers, near Andheri Flyover, Western Express Highway, Andheri (East) Mumbai 400 093, India;

"Transferor Company Option Scheme" has the meaning given to it in Clause 8.1 of Part III of this Scheme; and

"Transferee Company Option Scheme" has the meaning given to it in Clause 8.1 of Part III of this Scheme.

INTERPRETATION

5.1 Terms and expressions which are used in this Scheme but not defined herein shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning given to them under the Act, the Income-tax Act, 1961, the Securities

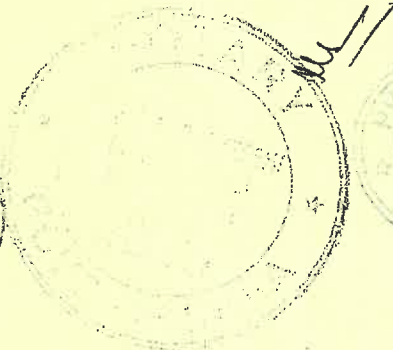
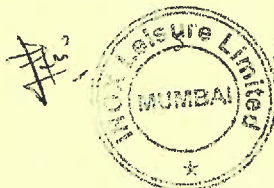


Contracts (Regulation) Act, 1956, Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the Depositories Act, 1996 and other Applicable Laws, rules, regulations, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time. In particular, wherever reference is made to the Competent Authority in this Scheme, the reference would include, if appropriate, reference to the Competent Authority or such other forum or authority, as may be vested with any of the powers of the Competent Authority under the Act and/or rules made thereunder.

5.2 In this Scheme, unless the context otherwise requires:

- (i) references to "persons" includes individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (ii) the headings, sub-headings, titles, sub-titles to clauses, sub-clauses and paragraphs are inserted for ease of reference only and do not form part of the operative provisions of this Scheme and shall not affect the construction or interpretation of this Scheme;
- (iii) references to one gender includes all genders;
- (iv) words in the singular shall include the plural and *vice versa*;
- (v) any references in this Scheme to "upon this Scheme becoming effective" or "upon coming into effect of this Scheme" or "upon the Scheme coming into effect" or "effectiveness of the Scheme" or likewise are to be construed to be a reference to the Appointed Date;
- (vi) words "include" and "including" are to be construed without limitation;
- (vii) terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Scheme or specified Clauses of this Scheme, as the case may be;
- (viii) a reference to "writing" or "written" includes printing, typing, electronic mailing, and other means of reproducing words in a visible form excluding a text or an instant message;
- (ix) reference to any agreement, contract, document or arrangement or to any provision thereof shall include references to any such agreement, contract, document or arrangement as it may, after the date hereof, from time to time, be amended, supplemented or novated;
- (x) reference to the Recital or Clause are references to the Recital or Clause of this Scheme: and
- (xi) references to any provision of law or legislation or regulation include: (a) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the transaction entered into under this Scheme and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced; (b) all subordinate legislations (including circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation) made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment.

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CAPITAL STRUCTURE AND DATE OF TAKING EFFECT**1. SHARE CAPITAL OF THE TRANSFEROR COMPANY**

1.1 The share capital of the Transferor Company as on 31 December 2021 was as under:

Particulars	Amount in Rupees
Authorised Capital	
14,90,50,000 equity shares of Rs 10 each	Rs. 1,49,05,00,000
10,000 preference shares of Rs. 10 each	Rs. 1,00,000
Total	Rs. 1,49,06,00,000
Issued, Subscribed and Paid-up	
12,23,39,094 equity shares of Rs. 10 each*	Rs. 1,22,33,90,940
Total	Rs. 1,22,33,90,940

* 1,47,501 equity shares of Rs. 10 each are issued to INOX Leisure Limited – Employees' Welfare Trust for the purposes of the Transferor Company Option Scheme but, as on 31 December 2021, have not been allotted to the employees of the Transferor Company.

Subsequent to 31 December 2021, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferor Company until the date of approval of the Scheme by the Board of the Transferor Company.

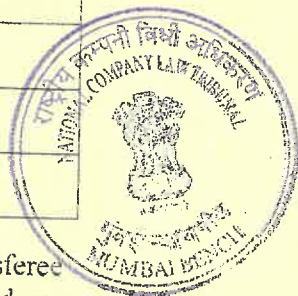
1.2 The equity shares of the Transferor Company are listed on the BSE and the NSE.

2. SHARE CAPITAL OF THE TRANSFEREE COMPANY

2.1 The share capital of the Transferee Company as on 31 December 2021 is as under:

Particulars	Amount in Rupees
Authorised Capital	
12,37,00,000 equity shares of Rs 10 each	Rs. 1,23,70,00,000
5,90,000, 0.001% non-cumulative convertible preference shares of face value of Rs. 341.52 each	Rs. 20,14,96,800
Total	Rs. 1,43,84,96,800
Issued, Subscribed and Paid-up	
6,09,54,587 equity shares of face value of Rs. 10 each*	Rs. 60,95,45,870
Total	Rs. 60,95,45,870

* Certain employee stock options granted to the employees of the Transferee Company which are vested may get exercised before the Effective Date and un-



granted employee stock options, the grant and consequent exercise of which may result in an increase in the issued and paid-up share capital of the Transferee Company.

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2.2 The equity shares of the Transferee Company are listed on the BSE and the NSE.

3. **DATE OF TAKING EFFECT**

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Competent Authority or any other Governmental Authority shall be effective and operative from the Appointed Date.

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AMALGAMATION OF THE TRANSFEROR COMPANY INTO AND WITH THE TRANSFEREE COMPANY**1. TRANSFER AND VESTING OF THE TRANSFEROR COMPANY INTO AND WITH THE TRANSFEREE COMPANY**

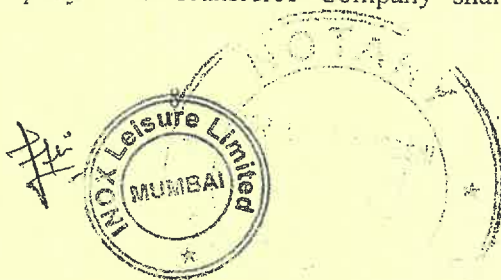
1.1 With effect from the Appointed Date and upon this Scheme becoming effective, the Transferor Company along with all its assets, liabilities, contracts, employees, licenses, records, approvals etc. being integral parts of the Transferor Company shall stand transferred to and vest in or shall be deemed to have been transferred to and vested in the Transferee Company, as a going concern, without any further act, instrument or deed, together with all its properties, assets, liabilities, rights, benefits and interest therein, subject to the provisions of this Scheme, in accordance with Sections 230 to 232 of the Act, the Income-Tax Act, 1961 and Applicable Law if any, in accordance with the provisions contained herein.

1.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, upon this Scheme becoming effective and with effect from the Appointed Date:

(a) all assets of the Transferor Company, that are movable in nature or incorporeal/intangible property or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery or by vesting and recordal of whatsoever nature, including plant and machinery, equipment, pursuant to this Scheme shall stand transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company, wherever located and shall become the property and an integral part of the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly;

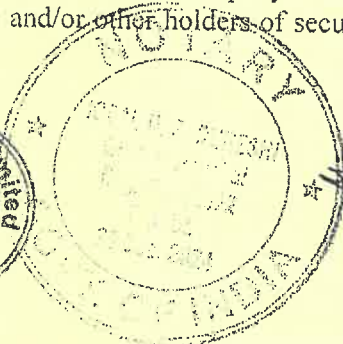
(b) all other movable properties of the Transferor Company, including investments in shares and any other securities, sundry debtors, actionable claims, earnest monies, receivables, bills, credits, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits (including deposits from members), if any, with government, semi-government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, become the property of the Transferee Company, and the same shall also be deemed to have been transferred by way of delivery of possession of the respective documents in this regard. It is hereby clarified that investments, if any, made by Transferor Company and all the rights, title and interest of the Transferor Company in any leasehold properties shall, pursuant to Section 232 of the Act and the provisions of this Scheme, without any further act or deed, be transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company;

(c) all immovable properties of the Transferor Company, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Transferor Company, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto, shall be vested in and/or be deemed to have been vested in the Transferee Company, without any further act or deed done or being required to be done by the Transferor Company and/or the Transferee Company. The Transferee Company shall be entitled to



exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such immovable properties. The relevant authorities shall grant all clearances/permissions, if any, required for enabling the Transferee Company to absolutely own and enjoy the immovable properties in accordance with Applicable Law. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by Governmental Authorities pursuant to the sanction of this Scheme by the Competent Authority and upon the Scheme becoming effective in accordance with the terms hereof;

- (d) for the avoidance of doubt and without prejudice to the generality of Clause 1.2(b) above and Clause 1.2(e) below, it is clarified that, with respect to the immovable properties of the Transferor Company in the nature of land and buildings, the Transferor Company and/or the Transferee Company shall register the true copy of the orders of the Tribunal approving the Scheme with the offices of the relevant sub-registrar or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause 1.2(b) above and Clause 1.2(e) below will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any property of the Transferor Company takes place and the assets and liabilities of the Transferor Company shall be transferred solely pursuant to and in terms of this Scheme and the order of the Tribunal sanctioning this Scheme:
- (e) notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Transferor Company in the nature of land and buildings located outside the States/territory where registered office address of the Parties is situated as on the Effective Date, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Transferee Company, if the Transferee Company so decides, the Transferor Company and/ or the Transferee Company, whether before or after the Effective Date, as the case may be, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Transferee Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of this Scheme:
- (f) the transfer and vesting of movable and immovable properties as stated above, shall be subject to Encumbrances, if any, affecting the same:
- (g) all Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company which secure or relate to any liability, shall, after the Effective Date, without any further act, instrument or deed, continue to be related and attached to such assets or any part thereof to which they related or were attached prior to the Effective Date and as are transferred to the Transferee Company. Provided that if any assets of the Transferor Company have not been Encumbered in respect of the liabilities, 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 secured creditors of the Transferee Company and/or other holders of security over

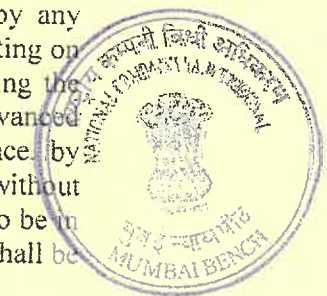
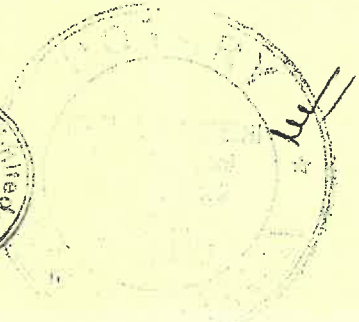


the properties of the Transferee Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interests of the Transferor Company and therefore, such assets which are not currently Encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or any third party shall not affect the operation of the foregoing provisions of this Scheme;

- (h) all estate, assets, rights, title, claims, interest, investments and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets, rights, title, interest, investments and properties, of whatsoever nature and wherever situate, which are acquired by the Transferor Company on or prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company;
- (i) all contracts, agreements, licences, leases, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, bids, letters of intent, arrangements, undertakings, whether written or otherwise, deeds, bonds, agreements, schemes, arrangements, insurance policies, and other instruments to which the Transferor Company is a party, or to the benefit of which, the Transferor Company may be eligible/entitled, and which are subsisting or having effect immediately before the Effective Date, shall, without any further act, instrument or deed continue in full force and effect on, against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligor thereto. If the Transferee Company enters into and/or issues and/or executes deeds, writings or confirmations or enters into any tripartite arrangements, confirmations or novations, the Transferor Company will, if necessary, also be party to such documents in order to give formal effect to the provisions of this Scheme, if so required. In relation to the same, any procedural requirements required to be fulfilled solely by the Transferor Company (and not by any of its successors), shall be fulfilled by the Transferee Company as if it is the duly constituted attorney of the Transferor Company;
- (j) any pending suits/appeals, all legal, taxation or other proceedings including before any statutory or quasi-judicial authority or tribunal or other proceedings of whatsoever nature relating to the Transferor Company, whether by or against the Transferor Company, whether pending on the Appointed Date or which may be instituted any time in the future, shall not abate, be discontinued or in any way prejudicially affected by reason of the amalgamation of the Transferor Company or of anything contained in this Scheme, but the proceedings shall continue and any prosecution shall be enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against the Transferor Company, as if this Scheme had not been implemented;
- (k) all the security interest over any moveable and/or immovable properties and security in any other form (both present and future) including but not limited to any pledges, or guarantees, if any, created/executed by any person in favour of the Transferor Company or any other person acting on behalf of or for the benefit of the Transferor Company for securing the obligations of the persons to whom the Transferor Company has advanced loans and granted other funded and non-funded financial assistance, by way of letter of comfort or through other similar instruments shall without any further act, instrument or deed stand vested in and be deemed to be in favour of the Transferee Company and the benefit of such security shall be



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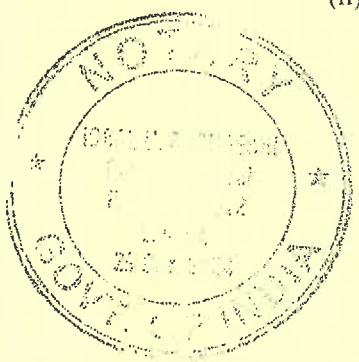


available to the Transferee Company as if such security was ab initio created in favour of the Transferee Company. The mutation or substitution of the charge in relation to the movable and immovable properties of the Transferor Company shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities and third parties (including any depository participants) pursuant to the sanction of this Scheme by the Competent Authority and upon the Scheme becoming effective in accordance with the terms hereof:

(l) all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured (including rupee, foreign currency loans, time and demand liabilities, undertakings and obligations of the Transferor Company), of every kind, nature and description whatsoever and howsoever arising, whether provided for or not in the books of account or disclosed in the balance sheets of the Transferor Company shall be deemed to be the debts, liabilities, contingent liabilities, duties, and obligations of the Transferee Company, and the Transferee Company shall, and undertakes to meet, discharge and satisfy the same in terms of their respective terms and conditions, if any. All loans raised and used and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company prior to the Effective Date, and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme, pursuant to the provisions of Sections 230 to 232 of the Act (without any further act, instrument or deed), stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same:

(m) all bonds, notes or other securities of the Transferor Company whether convertible into equity or otherwise, shall, without any further act, instrument or deed become the securities of the Transferee Company and all rights, powers, duties and obligations in relation thereto shall be and shall stand transferred to and vested in or deemed to be transferred to and vested in and shall be exercised by or against the Transferee Company as if it were the Transferor Company. In addition, the Board of Directors of the Transferee Company, shall be authorised to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to list the various bonds, infrastructure bonds and/ or other securities on the relevant exchanges. It is hereby clarified that 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 debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause;

(n) the Transferee Company shall be entitled to operate all bank accounts, realise all monies and complete and enforce all pending contracts and transactions in the name of the Transferor Company to the extent necessary until the transfer of the rights and obligations of the Transferor Company to the Transferee Company under the Scheme is formally accepted and completed by the parties concerned. For avoidance of doubt, it is hereby clarified that all cheques and other negotiable instruments, payment orders received and presented for encashment which are in the name of the Transferor Company after the Effective Date, shall be accepted by the bankers of the Transferee Company and credited to the accounts of the Transferee Company, if presented by the Transferee Company. Similarly, the banker of the Transferee Company shall honour all cheques issued by the Transferor Company for payment after the Effective Date;



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(o) all letters of intent, requests for proposal, pre-qualifications, bid acceptances, tenders, and other instruments of whatsoever nature to which the Transferor Company is a party to or to the benefit of which the Transferor Company may be eligible, shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. Upon coming into effect of this Scheme, the past track record of the Transferor Company shall be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes;

(p) all the staff and employees of the Transferor Company who are in such employment as on the Effective Date shall become, and be deemed to have become, the staff and employees of the Transferee Company, without any break or interruption in their services and on the same terms and conditions (and which are not less favourable than those) on which they are engaged by the Transferor Company as on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retirement benefit/compensation, such immediate uninterrupted past services with the Transferor Company, shall also be taken into account. With regard to provident fund, gratuity, superannuation, leave encashment and any other special scheme or benefits created or existing for the benefit of such employees of the Transferor Company, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, upon this Scheme becoming effective, including with regard to the obligation to make contributions to relevant authorities, such as the regional provident fund commissioner or to such other funds maintained by the Transferor Company, in accordance with the provisions of Applicable Laws or otherwise. It is hereby clarified that upon this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of all the transferred employees of the Transferor Company for such purpose shall be treated as having been continuous;

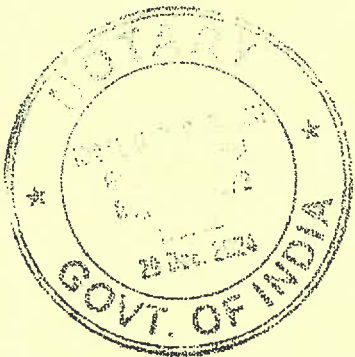
(q) with regard to any provident fund, gratuity fund, pension, superannuation fund or other special fund created or existing for the benefit of such employees of the Transferor Company, it is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company. Upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. Any existing provident fund, gratuity fund and superannuation fund trusts created by the Transferor Company for its employees shall be continued for the benefit of such employees on the same terms and conditions until such time that they are transferred to the relevant funds of the Transferee Company. It is clarified that the services of all employees of the Transferor Company transferred to the Transferee Company will be treated as having been continuous and uninterrupted for the purpose of the aforesaid schemes or funds. Without prejudice to the aforesaid, the Board of the Transferee Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (i) retain separate trusts or funds within the Transferee Company for the erstwhile fund(s) of the Transferor Company; or (ii) merge the pre-existing fund of the Transferor Company with other similar funds of the Transferee Company;

(r) the Transferee Company agrees that for the purpose of payment, if any, of any retrenchment compensation, gratuity and other terminal benefits, the



past services of the employees with the Transferor Company, if any, as the case may be, shall also be taken into account, and agrees and undertakes to pay the same as and when payable;

- (s) all trademarks, trade names, service marks, copyrights, logos, corporate names and brand names, domain names and all registrations, applications and renewals in connection therewith, and software and all website content (including text, graphics, images, audio, video and data), trade secrets, confidential business information and other proprietary information shall stand transferred to and vested in the Transferee Company, as per the terms agreed between the Parties;
- (t) all registrations, goodwill and licenses, appertaining to the Transferor Company, if any, shall transferred to and vested in the Transferee Company;
- (u) all taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax, withholding tax, banking cash transaction tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, goods and services tax, customs, duties, etc.), including any interest, penalty, surcharge and cess, if any, payable by or refundable to the Transferor Company, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, brought forward book losses, credits, holidays, remissions, reductions etc., as would have been available to the Transferor Company, shall pursuant to this Scheme becoming effective, be available to the Transferee Company;
- (v) all approvals, allotments, consents, concessions, clearances, credits, awards, sanctions, exemptions, subsidies, registrations, no-objection certificates, permits, quotas, rights, entitlements, authorisation, pre-qualifications, bid acceptances, tenders, licenses (including the licenses granted by any governmental, statutory or regulatory bodies for the purpose of carrying on its business or in connection therewith), permissions (including but not limited to permissions granted in relation to launch futures and options contracts) and certificates of every kind and description whatsoever in relation to the Transferor Company, or to the benefit of which the Transferor Company may be eligible/entitled, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligor thereto. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this Clause, the said third party or authority shall make and duly record the necessary substitution/endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Competent Authority, and upon this Scheme becoming effective in accordance with the terms hereof, the Transferee Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes;
- (w) benefits of any and all corporate approvals as may have already been taken by the Transferor Company, whether being in the nature of compliances or otherwise, including without limitation approvals under Sections 42, 62(1)(a), 180, 185, 186, 188 etc., of the Act, read with the rules and regulations made thereunder, shall stand transferred to the Transferee Company and the said corporate approvals and compliances shall be deemed to have been taken/complied with by the Transferee Company; it being clarified that if any such resolutions have any monetary limits

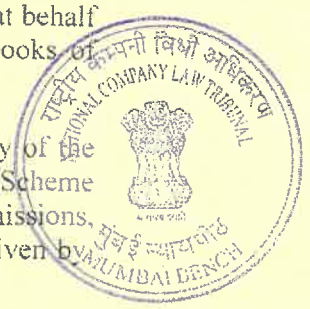


approved subject to the provisions of the Act and of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company;

- (x) all bank accounts operated or entitled to be operated by the Transferor Company shall be deemed to have transferred and shall stand transferred to the Transferee Company and names of the Transferor Company shall be substituted by the name of the Transferee Company in the bank's records;
- (y) all public deposits, debentures or bonds of the Transferor Company shall be distinctly identified in the records of the Transferee Company for all intents and purposes including taxation and accounting and shall not be combined with any existing outstanding deposit scheme or series of debentures or bonds of the Transferee Company;
- (z) all the benefits under the various incentive schemes and policies that the Transferor Company is entitled to, including tax credits, tax deferral, exemptions and benefits (including sales tax and service tax), subsidies, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed by the Transferor Company and all rights or benefits that have accrued or which may accrue to the Transferor Company, 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;
- (aa) without prejudice to the generality of the foregoing, all lease agreements and leave and license agreements, management agreements, etc., as the case may be, to which the Transferor Company is a party, and having effect immediately before the Effective Date, shall remain in full force and effect on the terms and conditions contained therein in favour of or against the Transferee Company and may be enforced fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto or thereunder; and the respective lessees and the licensees, as the case may be, shall continue to be in possession of the premises subject to the terms and conditions contained in the relevant lease agreements or leave and license agreements, as the case may be. Further, all the rights, title, interest and claims of the Transferor Company in any properties including leasehold/licensed properties of the Transferor Company including but not limited to security deposits and advance or prepaid lease or license fee, shall, on the same terms and conditions, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company automatically without requirement of any further act or deed. The Transferee Company shall continue to pay rent or lease or license fee as provided for under such agreements, and the Transferee Company shall continue to comply with the terms, conditions and covenants thereunder;

(bb) any liabilities, 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 in future become due between the Transferor Company and 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; and

(cc) for the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by



issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

- 1.3 The Transferor Company and/or the Transferee Company as the case may be, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under Applicable Law or otherwise, do all such acts or things as may be necessary to transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company. It is hereby clarified that if the consent of any third party or Governmental Authority, if any, is required to give effect to the provisions of this Clause, the said third party or Governmental Authority shall make and duly record the necessary substitution/endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Competent Authority, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Transferee Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.
- 1.4 The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.
- 1.5 Without prejudice to the other provisions of the Scheme and notwithstanding the vesting of the Transferor Company into the Transferee Company by virtue of Part III of the Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under Applicable Law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement in relation to which the Transferor Company has been a party, including any filings with the regulatory authorities in order to give formal effect to the above provisions and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company. The Transferee Company will, if necessary, also be a party to the above.

2. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

- 2.1 The Transferor Company and the Transferee Company have agreed that during the period between the approval of the Scheme by the respective Boards of the Transferor Company and the Transferee Company and up to the Effective Date, the business of the Transferor Company and the Transferee Company shall be carried out independently with reasonable diligence and business prudence in the ordinary course consistent with past practice, in good faith and in accordance with Applicable Law.
- 2.2 Except by mutual consent of the Board of Directors of the Transferor Company and the Transferee Company, or except as specifically contemplated in this Scheme (including Part III of this Scheme), pending sanction of this Scheme, the Transferor Company and/or the Transferee Company shall not make any change in their capital structures either by way of any increase (by issue of equity shares other than allotment of shares pursuant to exercise of stock options under their respective existing stock option schemes, bonus shares, sub-division or consolidation, or otherwise), decrease, reduction, reclassification, re-organisation or in any other manner, which would have the effect of re-organisation of capital of such company(ies) or otherwise acquire or dispose off any material assets, properties or investments.



- 2.3 In the event the Parties mutually determine the Appointed Date to be a date other than (but prior to) the Effective Date, then with effect from the Appointed Date and up to and including the Effective Date:
- (a) the Transferor Company undertakes to carry on and shall be deemed to have carried on its business activities and stand possessed and shall be deemed to have held and stood possessed of the properties and assets pertaining to the Transferor Company, for and on account of and in trust for the Transferee Company;
 - (b) the Transferor Company hereby undertakes to hold its said assets with utmost prudence in the ordinary course of business until the Effective Date;
 - (c) all profits and income accruing to the Transferor Company, and losses and expenditure incurred by it (including taxes, if any, accruing or paid in relation to any profits or income), for the period from the Appointed Date based on the accounts of the Transferor Company shall, subject to the Scheme being effective, for all purposes, be treated as the profits, income, losses or expenditure, as the case may be, of the Transferee Company;
 - (d) all debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on the close of business on the date preceding the Appointed Date, whether or not provided in the books of the Transferor Company which arise or accrue to the Transferor Company on or after the Appointed Date, shall be deemed to be of the Transferee Company;
 - (e) all assets and properties comprised in the Transferor Company as on the date immediately preceding the Appointed Date, whether or not included in the books of the Transferor Company and all assets and properties relating thereto, which are acquired by the Transferor Company, on or after the Appointed Date, shall be deemed to be the assets and properties of the Transferee Company; and
 - (f) any of the rights, powers, authorities, privileges exercised by the Transferor Company shall be deemed to have been exercised by such Transferor Company for and on behalf of, and in trust for the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by Transferor Company shall be deemed to have been undertaken for and on behalf of the Transferee Company.
- 2.4 With effect from the Effective Date, the Transferee Company shall carry on and shall be authorised to carry on the businesses of Transferor Company.
- 2.5 For the purpose of giving effect to the order passed under Sections 230 to 232 and other applicable provisions of the Act in respect of this Scheme by the Competent Authority, the Transferee Company shall, at any time, pursuant to the order on this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the transfer of the Transferor Company, in accordance with the provisions of Sections 230 to 232 of the Act. The Transferee Company is and shall always be deemed to have been authorised to execute any pleadings, applications, forms etc., as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme, pursuant to the sanction of this Scheme by the Competent Authority.
- 2.6 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Governmental Authorities and all other agencies, departments and authorities concerned as are necessary under Applicable Law for such consents, approvals and sanctions which the Transferee Company may require to carry on



the business of the Transferor Company.

- 2.7 Upon this Scheme becoming effective, the Transferee Company, unconditionally and irrevocably, agrees and undertakes to pay, discharge and satisfy all liabilities and obligations of the Transferor Company with effect from the Appointed Date, in order to give effect to the foregoing provisions.
- 2.8 The transfer and vesting of the assets, liabilities and obligations of the Transferor Company and the continuance of the proceedings by or against the Transferee Company shall not affect any transaction or proceedings already completed by the Transferor Company on or before the Appointed Date, to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and / or on behalf of the Transferor Company as acts, deeds and things made, done and executed by and on behalf of the Transferee Company.

3. DISSOLUTION OF TRANSFEROR COMPANY

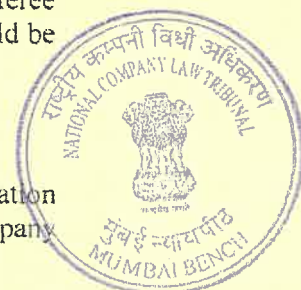
Upon this Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up, without any further act, instrument or deed.

4. COMBINATION OF THE AUTHORISED SHARE CAPITAL

- 4.1 With effect from Effective Date, and as an integral part of this Scheme, the authorised equity share capital of the Transferor Company shall stand transferred, merged and combined with the authorised equity share capital of the Transferee Company pursuant to this Scheme, and the authorised preference share capital of the Transferor Company shall stand transferred, merged and combined and form part of the authorised preference share capital of the Transferee Company pursuant to this Scheme. The fees or stamp duty, if any, paid by the Transferor Company on its authorised share capital shall be deemed to have been so paid by the Transferee Company on the combined authorised share capital, and the Transferee Company shall not be required to pay any fee/stamp duty for the increase of the authorised share capital. The aggregate authorised share capital of the Transferee Company shall automatically stand increased to that effect by simply filing the requisite forms with the relevant Registrar of Companies without any further act, instrument or deed on the part of Transferee Company including payment of stamp duty and registration fee or filing fee to the RoC on such increased and combined authorised share capital.
- 4.2 Consequently, with effect from Effective Date, the memorandum of association and articles of association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13 and other applicable provisions of the Act, as per Clause 4.1 of Part III. Consequentially, Clause V of the memorandum of association of the Transferee Company shall, upon this Scheme becoming effective, and without any act, instrument or deed be and stand altered, modified and amended, to reflect the increased combined authorised share capital pursuant to Sections 13, 14, 61, 64, and other applicable provisions of the Act.
- 4.3 The approval of this Scheme by shareholders of the Transferee Company under Sections 230 to 232 of the Act, whether at a meeting or otherwise, or any dispensation of the same by the NCLT, shall be deemed to have been an approval under Sections 13, 14, 61 and 64 or any other applicable provisions under the Act to the alteration of the memorandum and articles of association of the Transferee Company as may be required under the Act, and no further resolution(s) would be required to be separately passed in this regard.

5. DISCHARGE OF CONSIDERATION

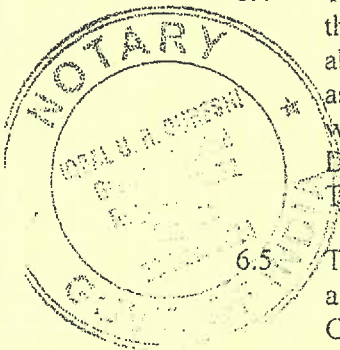
- 5.1 Upon coming into effect of this Scheme and in consideration of the amalgamation of the Transferor Company in the Transferee Company, the Transferee Company



shall, without any further application, act or deed, issue and allot to the shareholders of the Transferor Company whose names are recorded in the register of members as a member of the Transferor Company on the Record Date (or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognised by the Board of the Transferee Company), three (3) Transferee Company Shares, credited as fully paid-up, for every ten (10) equity shares of the face value of Rs. 10 (ten rupees) each fully paid-up held by such member in the Transferor Company ("Share Exchange Ratio"). The Transferee Company Shares to be issued by the Transferee Company to the shareholders of the Transferor Company in accordance with this Clause 5.1 of Part III shall be hereinafter referred to as "New Equity Shares".

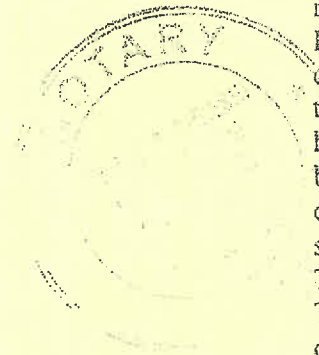
6. ISSUANCE MECHANICS

- 6.1 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, as the case may be, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the shares in the Transferor Company and in relation to the shares issued by the Transferee Company, after the effectiveness of the Scheme. The Board of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Transferee Company on account of difficulties faced in the transition period.
- 6.2 Where New Equity Shares of the Transferee Company are to be allotted to heirs, executors or administrators, as the case may be, to successors of deceased equity shareholders or legal representatives of the equity shareholders of the Transferor Company, the concerned heirs, executors, administrators, successors or legal representatives shall be obliged to produce evidence of title satisfactory to the Board of the Transferee Company.
- 6.3 The New Equity Shares of the Transferee Company allotted and issued in terms of Clause 5.1 of Part III above, shall be listed and/or admitted to trading on the BSE and NSE. The New Equity Shares of the Transferee Company shall, however, be listed subject to the Transferee Company obtaining the requisite approvals from all the relevant Governmental Authorities pertaining to the listing of the New Equity Shares of the Transferee Company. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of BSE and NSE.
- 6.4 The New Equity Shares of the Transferee Company to be allotted and issued to the shareholders of the Transferor Company as provided in Clause 5.1 of Part III above shall be subject to the provisions of the memorandum and articles of association of the Transferee Company and shall rank *pari passu* in all respects with the then existing equity shares of the Transferee Company after the Effective Date including in respect of dividend, if any, that may be declared by the Transferee Company on or after the Effective Date.
- 6.5 The Transferee Company shall complete all formalities, as may be required, for allotment of the New Equity Shares to the shareholders of the Transferor Company as provided in this Scheme within thirty (30) days from the Effective Date. It is clarified that the issue and allotment of New Equity Shares by the Transferee Company to the shareholders of the Transferor Company as provided in the Scheme, is an integral part thereof and shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid down under Section 62 or any other applicable provisions of the Act, as may be applicable, and such other statutes and



regulations as may be applicable were duly complied with.

- 6.6 If any member becomes entitled to any fractional shares, entitlements or credit on the issue and allotment of the New Equity Shares by the Transferee Company in accordance with Clause 5.1 of Part III above, the Board of the Transferee Company shall consolidate all such fractional entitlements and shall round up the aggregate of such fractions to the next whole number and issue consolidated New Equity Shares to a trustee nominated by the Transferee Company (the "Trustee"), who shall hold such New Equity Shares with all additions or accretions thereto in trust for the benefit of the respective shareholders, to whom they belong and their respective heirs, executors, administrators or successors for the specific purpose of selling such equity shares in the market at such price or prices and on such time or times within ninety (90) days from the date of allotment, as the Trustee may in its sole discretion decide and on such sale, pay to the Transferee Company, the net sale proceeds (after deduction of applicable taxes and costs incurred) thereof and any additions and accretions, whereupon the Transferee Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of the Transferor Company in proportion to their respective fractional entitlements.
- 6.7 In the event that the Parties restructure their equity share capital by way of share split/consolidation/issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio and the stock options, shall be adjusted accordingly to take into account the effect of any such corporate actions.
- 6.8 The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities, including the NSE and the BSE, for the issue and allotment by the Transferee Company of the New Equity Shares to the members of the Transferor Company pursuant to the Scheme.
- 6.9 Subject to Applicable Laws, the New Equity Shares that are to be issued in terms of this Scheme shall be issued in dematerialised form. The register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of the New Equity Shares in terms of this Scheme. The shareholders of the Transferor Company who hold equity shares in physical form should provide the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required, to the Transferee Company, prior to the Record Date to enable it to issue the New Equity Shares.
- 6.10 However, if no such details have been provided to the Transferee Company by the equity shareholders holding equity shares of the Transferor Company in physical form on or before the Record Date, the Transferee Company shall deal with the relevant equity shares in such manner as may be permissible under the Applicable Law, including by way of issuing the corresponding equity shares in dematerialised form to the Trustee who shall hold these equity shares in trust for the benefit of such shareholder. The equity shares of the Transferee Company held by the Trustee of Transferee Company for the benefit of the shareholder shall be transferred to the respective shareholder once such shareholder provides details of his/her/its demat account to the Trustee of Transferee Company, along with such other documents as may be required by the Trustee of Transferee Company. The respective shareholders shall have all the rights of the shareholders of the Transferee Company, including the right to receive dividend, voting rights and other corporate benefits, pending the transfer of equity shares from the Trustee of Transferee Company.
- 6.11 The shares allotted pursuant to the Scheme shall remain frozen in the depositories system until listing/trading permission is given by the BSE and NSE, as the case



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- 6.12 The New Equity Shares to be issued by the Transferee Company pursuant to Clause 5.1 of Part III above in respect of such equity shares of the Transferor Company as are subject to lock-in pursuant to Applicable Law shall be locked-in as and to the extent required under Applicable Law.
- 6.13 Upon this Scheme becoming effective and upon the New Equity Shares of the Transferee Company being allotted and issued by it to the shareholders of Transferor Company whose names appear on the register of members as a member of the Transferor Company on the Record Date or whose names appear as the beneficial owners of the equity shares of the Transferor Company in the records of the depositories/register of members, as the case may be, as on the Record Date, the equity shares of Transferor Company, both in electronic form and in the physical form, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date. Wherever applicable, Transferee Company may, instead of requiring the surrender of the share certificates of Transferor Company, directly issue and dispatch the new share certificates of Transferee Company in lieu thereof.
- 6.14 The New Equity Shares to be issued by the Transferee Company pursuant to Clause 5.1 of Part III above in respect of such equity shares of the Transferor Company, the allotment or transfer of which is held in abeyance under Applicable Law shall, pending allotment or settlement of dispute by order of the appropriate court or otherwise, also be kept in abeyance in like manner by the Transferee Company.
- 6.15 The New Equity Shares to be issued by the Transferee Company in lieu of the shares of the Transferor Company held in the unclaimed suspense account of the Transferor Company shall be issued to a new unclaimed suspense account created for shareholders of the Transferor Company. The shares to be issued by the Transferee Company *in lieu* of the shares of the Transferor Company held in the investor education and protection fund authority shall be issued to investor education and protection fund authority in favour of such shareholders of the Transferee Company.

7. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY

Notwithstanding anything to the contrary in this Scheme, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in its books of account as per the "Acquisition Method" provided in the Indian Accounting Standard 103 "Business Combinations", as prescribed under Section 133 of the Act.

8. EMPLOYEE STOCK OPTION PLAN

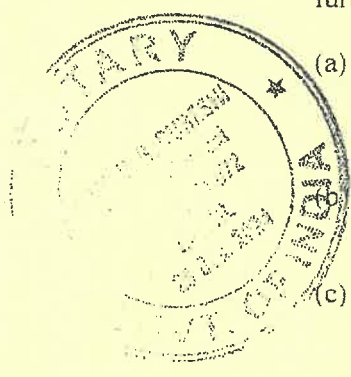
- 8.1 With respect to the stock options granted by the Transferor Company under the employees stock options scheme of the Transferor Company, titled 'ILL-Employees Stock Option Plan - 2006' (the "**Transferor Company Option Scheme**"), upon coming into effect of this Scheme, the Transferee Company shall issue stock options to Eligible Employees taking into account the Share Exchange Ratio and on the same terms and conditions as (and which are not less favourable than those) provided in the Transferor Company Option Scheme. Such stock options may be issued by the Transferee Company either under its existing stock option scheme or a revised employee stock option scheme ("**Transferee Company Option Scheme**").
- 8.2 It is hereby clarified that upon this Scheme becoming effective, options granted by the Transferor Company under the Transferor Company Option Scheme shall automatically stand cancelled. Further, upon this Scheme becoming effective and



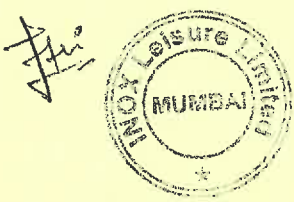
after cancellation of the options granted under the Transferor Company Option Scheme, the fresh options shall be granted by the Transferee Company to the Eligible Employees on the basis of the Share Exchange Ratio (i.e., for every ten (10) options held by an Eligible Employee which entitle such Eligible Employee to acquire ten (10) equity shares in the Transferor Company, such Eligible Employee will be conferred three (3) options in the Transferee Company which shall entitle him to acquire three (3) equity shares in the Transferee Company), such that the Eligible Employees shall, as option holders of the Transferee Company, enjoy the same economic benefit as they would have received under the Transferor Company Option Scheme. Fractional entitlements, if any, arising pursuant to the applicability of the Share Exchange Ratio as above shall be rounded off to the nearest higher integer. The exercise price payable for options granted by the Transferee Company to the Eligible Employees shall be based on the exercise price payable by such Eligible Employees under the Transferor Company Option Scheme as adjusted after taking into account the effect of the Share Exchange Ratio.

- 8.3 On the Effective Date, the provisions of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended to-date, shall apply, to the extent applicable, to the stock options granted by the Transferee Company under the Transferee Company Option Scheme in pursuance of this Scheme.
- 8.4 The approval granted to the Scheme by the shareholders, and/or any other regulatory authority shall be deemed to be approval granted to any modifications made to the Transferor Company Option Scheme by the Transferor Company and approval granted to the Transferee Company Option Scheme to be adopted by the Transferee Company.
- 8.5 It is hereby clarified that in relation to the options granted by the Transferee Company to the Eligible Employees, the period during which the options granted by the Transferor Company were held by or deemed to have been held by the Eligible Employees shall be taken into account for determining the minimum vesting period required under Applicable Law or agreement or deed for stock options granted under the Transferor Company Option Scheme or the Transferee Company Option Scheme, as the case may be.
- 8.6 The Board of Directors of the Parties or any of the committee(s) thereof, including the compensation committee (by whatever name called), if any, shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this clause of the Scheme.
- 8.7 Immediately upon implementation of the Scheme, the trust deed, governing the INOX LEISURE LIMITED - Employees' Welfare Trust, shall without any further act or deed, stand modified to include the following provisions:

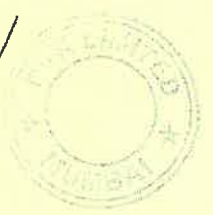
- (a) the trust shall be authorised to hold and deal with the New Equity Shares issued pursuant this Scheme and give effect to the provisions of this Scheme to the extent it relates to the Eligible Employees;
- (b) the expression "Employee" shall include the employees of the Transferee Company;
- (c) the beneficiaries therein shall include the employees of the Transferee Company;
- (d) the Board of the Transferee Company shall solely have the ability to appoint and/or remove the trustees and shall solely be liable for all acts and omissions in relation thereto; and
- (e) such other amendments and modifications to give effect to this Scheme



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and provisions of any agreement or arrangement entered between the Parties.

9. CLASSIFICATION OF PROMOTERS OF THE TRANSFEROR COMPANY IN THE TRANSFeree COMPANY

- 9.1 Upon the Scheme becoming effective, and in addition to the existing promoters of the Transferee Company, GFL Limited and INOX Infrastructure Limited, will be classified as the 'Promoters' of the Transferee Company.
- 9.2 Mr. Pavan Kumar Jain and Mr. Siddharth Jain, being appointed as directors of the Transferee Company under Clause 10.1 below and getting certain special rights as identified in the Part B Articles set out under Part B of **Schedule 1** hereto, will be classified as 'Promoters'/'Promoter Group' of the Transferee Company upon the Scheme becoming effective.

10. APPOINTMENT OF DIRECTORS ON THE BOARD OF THE TRANSFeree COMPANY

- 10.1 On and from the Effective Date, and as an integral part of the Scheme:
 - (a) Mr. Pavan Kumar Jain shall be appointed as the non-executive non-independent director of the Transferee Company and shall be the Chairman of the Transferee Company;
 - (b) Mr. Siddharth Jain shall be appointed as the non-executive non-independent director of the Transferee Company;
 - (c) Mr. Ajay Bijli shall be appointed as the executive managing director of the Transferee Company; and
 - (d) Mr. Sanjeev Kumar shall be appointed as the executive director of the Transferee Company.

each such appointment being for a period of five (5) years from the Effective Date. The terms and conditions of such appointments shall be as recommended by the nomination and remuneration committee and the Board of the Transferee Company, and as may be approved by the shareholders of the Transferee Company in a general meeting (including the general meeting as may be directed by the Competent Authority in which this Scheme shall be placed before the shareholders of the Transferee Company for approval) in accordance with Applicable Law. The Board of the Transferee Company shall adequately disclose the proposed terms and conditions of such appointments in the explanatory statement to the notice calling for such meeting of the shareholders of the Transferee Company. These appointments shall remain subject to each of these individuals complying the requirements set out under the applicable provisions of the Act for being appointed as a director (including making appropriate disclosures and giving the requisite consents), which compliance shall be verified by the Board of the Transferee Company no earlier than seven (7) days prior to the Effective Date.

- 10.2 On approval of this Scheme, by the Board of Directors and the shareholders of the Parties pursuant to provisions of Sections 230 to 232 of the Act and other applicable provisions of the Act, LODR Regulations, SEBI Merger Circulars and other Applicable Laws, it shall be deemed that the Board of Directors and shareholders of the Transferee Company have approved the appointment of Mr. Pavan Kumar Jain, Mr. Siddharth Jain, Mr. Ajay Bijli and Mr. Sanjeev Kumar as the directors of the Transferee Company under the applicable provisions of the Act and other Applicable Laws. The approval of this Scheme by shareholders of the Transferee Company under Sections 230 to 232 of the Act, whether at a meeting or otherwise, or any dispensation of the same by the NCLT,



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shall be deemed to have been an approval under applicable provisions under the Act and no further resolution(s) would be required to be separately passed in this regard by the Transferee Company for the appointment of Mr. Pavan Kumar Jain, Mr. Siddharth Jain, Mr. Ajay Bijli and Mr. Sanjeev Kumar as directors under the Act and other Applicable Laws. Further, on the Effective Date, filing of the Order of the NCLT approving the scheme with RoC, shall be deemed to be compliance of all the applicable provisions under the Act and other Applicable laws, in this regard.

11. AMENDMENT IN CHARTER DOCUMENTS OF THE TRANSFEREE COMPANY

- 11.1 With effect from the Effective Date, the Memorandum of Association of the Transferee Company shall be deemed to be altered and amended, without any further act or deed, to include the following clause in the Clause III of the Memorandum of Association of the Transferee Company:

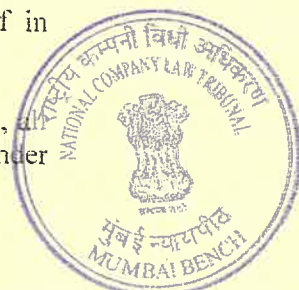
"5. To promote, develop, generate, distribute, accumulate, transmit, supply and/or sell, electricity and/or power, by installing power plant(s), whether for captive consumption by any unit / division of the Company, or for sale to any Group Company or third party, including any State Electricity Board or Distribution Company, whether based on thermal, hydel, gas, solar, wind energy, tidal energy, or any other source, whether conventional or nonconventional, and to lay down and / or to establish power stations, cables, transmission lines, towers, sub-stations, terminals and /or other works for the aforesaid purposes and to promote form, acquire, run and/ or manage any company or undertaking engaged in similar activities, within the policies, if any, laid down by the Central Government from time to time, and for any or all the aforesaid purposes, to do all the ancillary activities as may be necessary or beneficial or desirable, including all activities relating to the establishment, operation and maintenance or a power plant."

- 11.2 As an integral part of the Scheme, and, upon the coming into effect of the Scheme, without any further act or deed, the Articles of Association of the Transferee Company be altered and amended: (a) in an Article-wise manner as set out under Part A of **Schedule 1**; and (b) by inclusion of the 'Part B Articles' into the Articles of Association of the Transferee Company, as set out in Part B of **Schedule 1**.

- 11.3 For the purposes of the amendment of the Articles of Association of the Transferee Company as provided in this Clause, the consent/approval given by the shareholders of the Transferee Company to this Scheme pursuant to Sections 230 to 232 of the Act and any other applicable provisions of the Act shall be deemed to be sufficient and no further resolution of shareholders of the Transferee Company as required under the applicable provisions of the Act shall be required to be passed for making such change/amendment in the Articles of Association of the Transferee Company and filing of the certified copy of this Scheme as sanctioned by the Tribunal, in terms of Sections 230 to 232 of the Act and any other applicable provisions of the Act, together with the order of the Tribunal and a printed copy of the Articles of Association for the purposes of the applicable provisions of the Act and the relevant Registrar of Companies shall register the same and make the necessary alterations in the Articles of Association of the Transferee Company accordingly and shall certify the registration thereof in accordance with the applicable provisions of the Act.

- 11.4 The Transferee Company shall file with the relevant Registrar of Companies, the requisite forms and complete the compliance and procedural requirements under the Act, if any.

12. CHANGE OF NAME OF THE TRANSFEREE COMPANY



12.1 Upon this Scheme becoming effective, the name of the Transferee Company shall stand changed to "PVR INOX Limited" or such other name which is available and approved by the relevant Registrar of Companies, by simply filing the requisite forms with the Governmental Authority and no separate act, procedure, instrument, or deed and registration fees shall be required to be followed under the Act.

12.2 Consequently, clause I of the Memorandum of Association of the Transferee Company shall without any act, procedure, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 232 and other applicable provisions of the Act, and be replaced by the following clause:

"The name of the Company is PVR INOX Limited."

12.3 It is hereby clarified that, for the purposes of acts and events as mentioned in this Clause 12, the consent of the shareholders of the Transferee Company to this Scheme shall be deemed to be sufficient for the purposes of effecting the aforementioned amendment and that no further resolution under Sections 13, 14 or any other applicable provisions of the Act, would be required to be separately passed, nor any additional fees (including fees and charges to the relevant Registrar of Companies) or stamp duty, shall be payable by the Transferee Company.

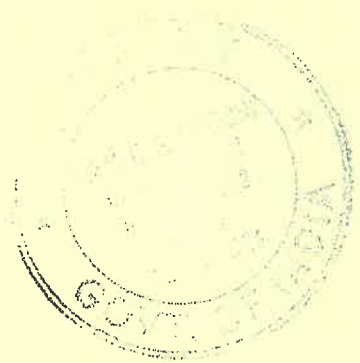
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GENERAL TERMS AND CONDITIONS**1. PROVISIONS APPLICABLE TO PART III**

- 1.1 Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date and become effective and operative only in the sequence and in the order mentioned hereunder:
- (a) amalgamation of the Transferor Company into the Transferee Company in accordance with Part III of the Scheme;
 - (b) transfer of the authorised share capital of the Transferor Company to the Transferee Company as provided in Part III of this Scheme, and consequential increase in the authorised share capital of the Transferee Company as provided in Part III of this Scheme;
 - (c) issuance and allotment of New Equity Shares to the shareholders of the Transferor Company as on the Record Date, without any further act, instrument or deed, in accordance with Part III of this Scheme; and
 - (d) dissolution of the Transferor Company without winding up.

2. COMPLIANCE WITH LAWS

- 2.1 This Scheme is presented and drawn up to comply with the provisions/requirements of Sections 230 to 232 of the Act, for the purpose of the merger of the Transferor Company with the Transferee Company.
- 2.2 The amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme will be in compliance with the provisions of Section 2(1B) of the Income-tax Act, 1961, such that:
- (a) all the properties of the Transferor Company, immediately before the amalgamation, shall become the property of the Transferee Company, by virtue of this amalgamation;
 - (b) all the liabilities of the Transferor Company, immediately before the amalgamation, shall become the liabilities of the Transferee Company, by virtue of this amalgamation; and
 - (c) shareholders holding not less than three-fourths in value of the shares in the Transferor Company (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the Transferee Company or its subsidiary) will become shareholders of the Transferee Company by virtue of the amalgamation.
- 2.3 This Scheme has been drawn up to comply with the conditions relating to "amalgamation" as specified under the tax laws, including Section 2(1B) and other relevant sections of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions 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 aforesaid provisions of the Income-tax Act, 1961 shall prevail. The Scheme shall then stand modified to the extent deemed necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of the Parties, which power shall be exercised reasonably in the best interests of the companies concerned and their stakeholders.
- 2.4 Upon this Scheme becoming effective, the Transferee Company is expressly permitted to prepare and/or revise their financial statements and returns along with prescribed forms



filings and annexures under the Income-tax Act, 1961 (including for minimum alternate tax purposes and tax benefits including brought forward book losses but subject to compliance with the provisions of Section 72A of the income-tax Act, 1961), service tax law and other tax laws, and to claim refunds and/or credits for taxes paid (including minimum alternate tax), and to claim tax benefits under the Income-tax Act, 1961, etc., and for matters incidental thereto, if required to give effect to the provisions of this Scheme. The order of the jurisdictional NCLT sanctioning the Scheme shall be deemed to be an order of the Competent Authority permitting the Transferee Company to prepare and/or revise its financial statements and books of accounts and no further act shall be required to be undertaken by the Transferee Company.

3. CONSEQUENTIAL MATTERS RELATING TO TAX

- 3.1 All tax assessment proceedings/appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and/or enforced by the Transferee Company, at the cost of the Transferee Company. As and from the Appointed Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.
- 3.2 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.
- 3.3 Upon the Scheme becoming effective, any advance tax, self-assessment tax, minimum alternate tax and/or TDS credit available or vested with the Transferor Company shall be treated as advance tax paid by the Transferee Company and shall be available to Transferee Company for set-off against its liability under the Income-tax Act, 1961 and any excess tax so paid shall be eligible for refund together with interest.

4. SAVING OF CONCLUDED TRANSACTIONS

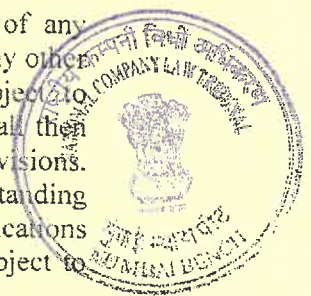
- 4.1 The transfer of assets, properties and liabilities and the continuance of proceedings by or against the Transferor Company under Clause 1.2 of Part III of the Scheme above shall not affect any transaction or proceedings already concluded by the Transferor Company on or prior to the Appointed Date, to the end and intent that the Transferee Company accept and adopt all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

5. DIVIDENDS

- 5.1 The Parties shall be entitled to declare and pay dividends, whether interim and/or final, to their respective shareholders prior to the Effective Date, but only in the ordinary course of business.
- 5.2 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Parties to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Parties, and if applicable in accordance with the provisions of the Act, be subject to the approval of the shareholders of the respective Parties.

6. INTERPRETATION

If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any provisions of Applicable Law at a later date, whether as a result of any amendment of Applicable Law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of the Applicable Law shall prevail. Subject to obtaining the sanction of the Competent Authority, if necessary, this Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will, however, not affect other parts of this Scheme. Notwithstanding the other provisions of this Scheme, the power to make such amendments/modifications as may become necessary, whether before or after the Effective Date, shall, subject to



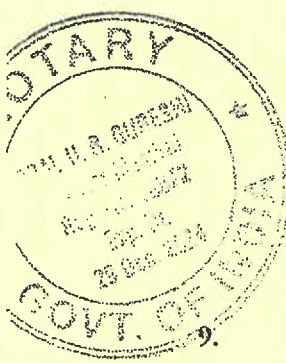
obtaining the sanction of the Competent Authority, if necessary, vest with the Board of Directors of the Parties, which power shall be exercised reasonably in the best interests of the Parties and their respective shareholders.

7. APPLICATION TO THE COMPETENT AUTHORITY

- 7.1 The Parties shall make applications and/or petitions under Sections 230 to 232 of the Act and other applicable provisions of the Act to the Competent Authorities for approval of the Scheme and all matters ancillary or incidental thereto, as may be necessary to give effect to the terms of the Scheme.
- 7.2 Upon this Scheme becoming effective, the shareholders of the Transferee Company shall be deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained in this Scheme.

8. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 8.1 The Parties, acting through their respective Board of Directors, may, jointly and as mutually agreed in writing, assent to/make and/or consent to any modifications/amendments to the Scheme, or to any conditions or limitations that the Competent Authority under Applicable Law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e., the Board of Directors), or modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time. The Parties, acting through their respective Boards of Directors, be and are hereby authorised to take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any orders of the Competent Authority or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.
- 8.2 In case, post approval of the Scheme by the Competent Authority, there is any confusion in interpreting any Clause of this Scheme, or otherwise, the Board of Directors of the Parties shall have complete power to take the most sensible interpretation so as to render the Scheme operational.
- 8.3 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Parties and their respective shareholders and/or creditors, and the terms and conditions of this Scheme, the latter shall prevail.
- 8.4 If any part of this Scheme is invalid, ruled illegal or rejected by the Competent Authority or any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to either the Transferor Company or Transferee Company, in which case the Parties, acting through their respective Boards of Directors, shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part, which is invalid, ruled illegal or rejected by the Competent Authority or any court of competent jurisdiction, or unenforceable under present or future Applicable Laws.

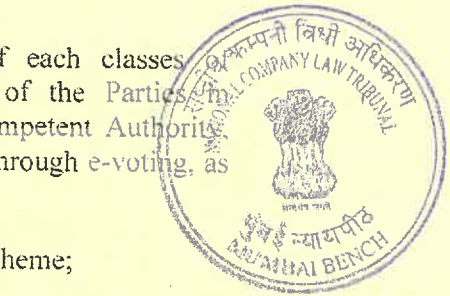
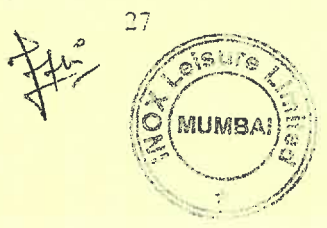


9. CONDITIONALITY TO EFFECTIVENESS OF THE SCHEME

- 9.1 The Scheme is conditional and subject to:
 - (a) the Scheme being approved by the requisite majority of each classes shareholders and/or creditors (where applicable) of each of the Parties, in accordance with the Act and as may be directed by the Competent Authority, including seeking approval of the shareholders of the Parties through e-voting, as applicable;



the Competent Authority having accorded its sanction to the Scheme;



- (c) receipt of no-objection letters by the Parties in respect from the BSE and the NSE in accordance with the LODR Regulations and the SEBI Merger Circulars in respect of the Scheme (prior to filing the Scheme with the Competent Authority as well as following approval of the Scheme by the Competent Authority), which shall be in form and substance acceptable to the Parties, each acting reasonably and in good faith;
- (d) certified/authenticated copies of the orders of the Tribunal, sanctioning the Scheme, being filed by the Parties with the RoC; and
- (e) receipt of such other sanctions and approvals including sanction of any other Governmental Authority or stock exchange(s) as may be required by Applicable Law in respect of the Scheme.

9.2 The Scheme shall not come into effect unless the aforementioned conditions mentioned in Clause 9.1 of Part IV above are satisfied and in such an event, unless each of the conditions are satisfied, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Parties or their respective shareholders or creditors or employees or any other person.

10. COSTS, CHARGES & EXPENSES

10.1 Other than as provided in Clause 10.3 of this Part IV, all costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto on or prior to the Effective Date shall be borne by the respective Parties.

10.2 Other than as provided in Clause 10.3 of this Part IV, all costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto after the Effective Date shall be borne by the Transferee Company.

10.3 The Transferee Company shall bear the relevant stamp duty payable on the orders passed by the respective Competent Authority sanctioning the Scheme and all other stamp duty costs in relation to the amalgamation of the Transferor Company with the Transferee Company, including with respect to assignment/ novation of any contracts and properties that are executed after the Effective Date.

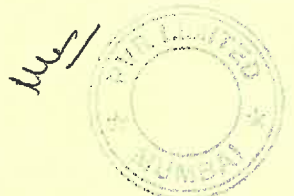
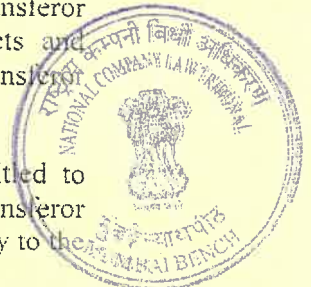
11. VALIDITY OF EXISTING RESOLUTIONS, ETC.

11.1 Upon the coming into effect of this Scheme, the resolutions/power of attorney of or executed by the Transferor Company, as the case may be, as considered necessary by the Board of the Transferee Company, and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions and power of attorney passed/executed by the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then said limits as are considered necessary by the Board of the Transferee Company shall be added to the limits, if any, under like resolutions passed by the Transferee Company, and shall constitute the aggregate of the said limits in the Transferee Company.

12. RESIDUAL PROVISIONS

12.1 Upon this Scheme becoming effective, the Transferee Company shall be entitled to operate and utilize all bank accounts, cash and deposits relating to the Transferor Company, realise all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferor Company to the extent necessary.

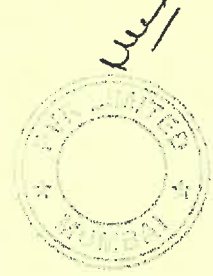
12.2 Upon this Scheme becoming effective, the Transferee Company shall be entitled to occupy and use all premises, whether owned, leased or licensed, relating to the Transferor Company until the transfer of the rights and obligations of the Transferor Company to the



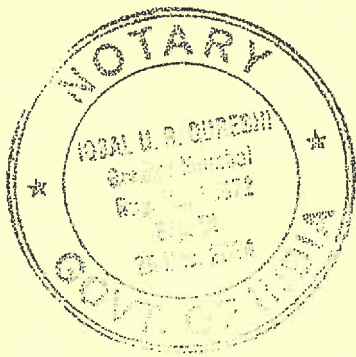
Transferee Company under this Scheme is formally accepted by the parties concerned.

- 12.3 Notwithstanding anything contained in this Scheme, on or after Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom of the Transferor Company are transferred, vested, recorded, effected and/or perfected, in the records of any Governmental Authority, regulatory bodies or otherwise, in favour of the Transferee Company, the Transferee Company, is deemed to be authorised to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement.
- 12.4 The Parties shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by the respective Board of Directors of the Parties prior to the Effective Date. In such a case, each of the Parties shall respectively bear their own cost or as may be mutually agreed. It is hereby clarified that notwithstanding anything to the contrary contained in this Scheme, any one of the Parties shall not be entitled to withdraw the Scheme unilaterally: (a) without the prior written consent of the other Party; or (b) unless such withdrawal is in accordance with any written agreement entered into between the Parties.
- 12.5 If this Scheme is not effective within such period as may be mutually agreed between the Parties, through their respective Boards, this Scheme shall become null and void and each Party shall bear and pay its respective costs, charges and expenses for and/or in connection with this Scheme.

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Schedule 1
Amendments to the Articles of Association

Part 1: Amendments to the Articles of Association on an Article-wise basis

1. In the Articles, the term "PVR Limited", wherever being mentioned, shall be deleted and stand replaced by "PVR INOX Limited".¹
2. In Article 1, a new sub-Article (3) shall be inserted, which shall read as follows:
 - (3) The Articles of Association of the Company ("Articles") comprise of two parts, Part A and Part B, which parts shall, unless the context otherwise requires, co-exist. In case of any inconsistency between any provision(s) of the Part A Articles and the Part B Articles, the provisions under the Part B Articles shall prevail.

In these Articles:

"Part A Articles" means the Article 2 to Article 156 (both inclusive) contained under Part A of the Articles; and

"Part B Articles" means the Article 157 to Article 166 (both inclusive) contained under Part B of the Articles.
3. After Article 1, the heading "Interpretation" shall stand deleted and be replaced with the following:

PART A

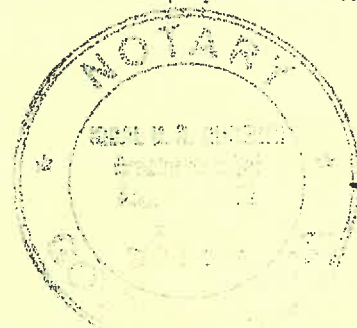
Interpretation

4. Article 107 shall stand deleted and be replaced with the following:
 107. The Company shall appoint such number of Independent Directors as required under the Act and SEBI Listing Regulations, for a term specified in the resolution appointing him/her.
5. Article 108 shall stand deleted and be replaced with the following:
 108. The Board shall have the power to determine the Directors whose period of office is or is not liable to determination by retirement by rotation. Subject to provisions of Section 152 of the Act, the Company in General Meeting may, when appointing a person as a Director declare that his continued presence on the Board is of advantage to the Company and that his office as Director shall not be liable to be determined by retirement by rotation for such period until the happening of any event of contingency set out in the said resolution.
6. Article 109 shall stand deleted and be replaced with the following:
 109. Article not in use.
7. Article 120 shall stand deleted and be replaced with the following:
 120. Article not in use.

¹ This amendment shall be subject to the final name of the Transferee Company as determined in accordance with Clause 12.1 of Part III of this Scheme.



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Part 2: Amendment to the Articles of Association through the insertion of Part B Articles

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After Article 156 but before the table of subscribers, the following Part B Articles shall be inserted and shall become a part of the Articles:

(end of Part A)

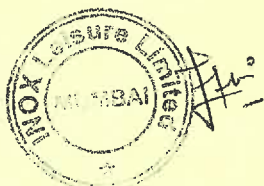
PART B

Interpretation

157. Unless the context otherwise requires, words or expressions contained in these Part B Articles and not defined herein shall bear the same meaning as in Article 2 of Part A Articles and if not defined in Article 2 of Part A, then shall bear the same meaning as in the Act.

158. In these Part B Articles:

- (a) "Diluted Shareholding" means any equity share, preference share, warrant and any other security convertible into, exercisable or exchangeable for equity shares of the Company, as held by a Member from time to time; "Diluted Shareholding"
- (b) "Effective Date" means the 'effective date' of the Scheme, being the date on which the Scheme is operative; "Effective Date"
- (c) "Fully Diluted Capital" means the Share Capital on a fully diluted basis (i.e., assuming that all outstanding compulsorily convertible debentures and any options, warrants or instruments then outstanding convertible into or exercisable or exchangeable for equity shares of the Company, have been so converted, exercised or exchanged); "Fully Diluted Capital"
- (d) "Initial Period" means the period commencing from the Effective Date until the expiry of the fifth (5th) anniversary of the Effective Date; "Initial Period"
- (e) "Promoter Group" means: (i) the Promoter Group A along any person that qualifies as being part of the 'promoter group' with each member of the Promoter Group A respectively under applicable Law; or (ii) the Promoter Group B, as the case may be; "Promoter Group"
- (f) "Promoter Group A" means Mr. Ajay Bijli and Mr. Sanjeev Kumar; "Promoter Group A"
- (g) "Promoter Group A Shareholding" means the aggregate Diluted Shareholding held by members of the Promoter Group A along any person that qualifies as being part of the 'promoter group' with each member of the Promoter Group A respectively under applicable Law; "Promoter Group A Shareholding"
- (h) "Promoter Group B" means GFL Limited, INOX Infrastructure Limited, Mr. Pavan Kumar Jain and Mr. Siddharth Jain; "Promoter Group B"
- (i) "Promoter Group B Shareholding" means the aggregate Diluted Shareholding held by members of



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the Promoter Group B:

Shareholding"

(j) "Promoter Group Shareholding" means the Promoter Group A Shareholding or the Promoter Group B Shareholding, as the case may be; and

"Promoter Group Shareholding"

(k) "Scheme" means the scheme of amalgamation between the Company and INOX Leisure Limited pursuant to Sections 230 to 232 of the Companies Act, 2013.

"Scheme"

Special rights

159. The Board shall comprise of ten (10) Directors.

Board composition

160. Subject to:

Nominee Directors

(a) Promoter Group B Shareholding being at least seven point five per cent. (7.5%) of the Fully Diluted Capital, the Promoter Group B shall have the right to nominate and appoint two (2) nominee directors on the Board; and

(b) the Promoter Group A Shareholding being at least seven point five per cent. (7.5%) of the Fully Diluted Capital, the Promoter Group A shall have the right to nominate and appoint two (2) nominee directors on the Board

161. In the event:

Fall-away of Board rights

(a) the relevant Promoter Group Shareholding falls below seven point five per cent. (7.5%) of the Fully Diluted Capital, but they continue to hold a Diluted Shareholding of at least five per cent. (5%) of the Fully Diluted Capital, such Promoter Group shall only be entitled to nominate and appoint one (1) Director on the Board: and

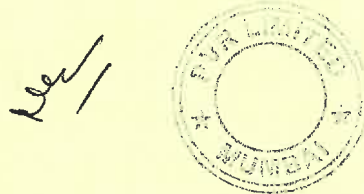
(b) the relevant Promoter Group Shareholding falls below five per cent. (5%) of the Fully Diluted Capital, their right to nominate and appoint Directors, shall fall away and cease to exist.

162. The Board may, from time to time, constitute, reorganise or dissolve such committees of the Board as it may deem fit, subject to any mandatory requirements of applicable Laws. The Board shall, in respect of each committee, determine its functions, responsibilities, powers and authorities. Subject to the fall away provisions set out in Article 161:

Board committees

(a) for Board committees where applicable Law mandates its composition to include majority members to be Independent Directors, each of Promoter Group A and Promoter Group B shall have the right to appoint one (1) nominee Director each: and

(b) for Board committees where applicable Law does not mandate its composition to include majority members to be Independent Directors (other than management committee of the Board), each of Promoter Group A and Promoter Group B shall have the right to appoint their nominee Directors on such Board committees, in equal proportion.



163. For so long as the Promoter Group B continues to hold at least seven point five per cent. (7.5%) of the Fully Diluted Capital, the Promoter Group B shall have the right to appoint the Chairperson on the Board. For an initial period of five (5) years from the Effective Date, the Chairperson of the Board will be Mr. Pavan Kumar Jain. Each Board meeting shall be chaired by the Chairperson. Chairperson of the Board
164. During the Initial Period, the relevant Promoter Group will have the following rights: Senior management rights during the Initial Period
- (a) for so long as the Promoter Group A Shareholding continues to be at least five per cent. (5%) of the Fully Diluted Capital, Mr. Ajay Bijli shall be appointed as Managing Director of the Company for a term of five (5) years;
 - (b) for so long as the Promoter Group A Shareholding continues to be at least seven point five per cent. (7.5%) of the Fully Diluted Capital, Mr. Sanjeev Kumar shall be appointed as an executive Director of the Company for a term of five (5) years; and
 - (c) for so long as Promoter Group B Shareholding continues to be at least five per cent. (5%) of the Fully Diluted Capital, Mr. Siddharth Jain shall be appointed as a non-executive non-independent Director of the Company.
165. The following matters (the "Affirmative Vote Matters"), with respect to the Company and any of its subsidiaries and associate companies, shall require the affirmative vote at a quorate meeting of the Board, or the prior written approval, of, in each case: (x) the Promoter Group A (for so long as the Promoter Group A Shareholding is at least seven point five per cent. (7.5%) of the Fully Diluted Capital); and (y) the Promoter Group B (for so long as the Promoter Group B Shareholding is at least seven point five per cent. (7.5%) of the Fully Diluted Capital), before such Affirmative Vote Matters can be acted upon by the Company (or voted upon, directly or indirectly, by the Company at any meeting of its subsidiaries and associate companies): Affirmative voting matters
- (a) Share Issues

Any variation in the authorised or issued share capital of the Company, pursuant to, *inter alia*, bonus issuances, stock splits, buybacks, private placements, follow-on public offerings, creation or the granting of any option (including employee stock options) or other right to subscribe for or convert into shares in the capital of the Company or any other securities, or the variation of the rights attaching to shares in the capital of Company.
 - (b) Constitutional Documents

Alteration of the memorandum of association, articles of association or other constitutional documents of the Company.
 - (c) Reduction of Reserves

Reduction of the share capital, share premium account, capital redemption reserve or any other Company reserve, or the reduction of any uncalled liability in respect of partly paid shares of the



Company.

(d) Winding Up

Undertaking any steps to wind up or dissolve the Company or filing of an application for the appointment of a receiver or an administrator over the Company's assets or the commencement of any bankruptcy or insolvency proceedings in relation to the Company or any delisting in relation to the shares of the Company.

(e) Distributions

Declaration or distribution of any dividend or other payment out of the distributable profits of Combined Entity other than as provided in the Company's dividend policy.

(f) Material changes to the business

Undertaking any material change (including cessation) to the nature of the business conducted by the Company having an adverse effect on the EBITDA for an amount equivalent to ten per cent. (10%) as of the previous financial year. In addition, undertaking any expansion of the existing business outside of India and Sri Lanka or commencing any new business other than the business conducted by the Company will be considered to be an Affirmative Vote Matter.

(g) Disposals – Business Sales

The sale, transfer, leasing, licensing, spin-off or disposal by the Company (other than in the normal course of business or as set out in the business plan or any annual budget) of all or a substantial part of its business, undertaking or assets whether by a single transaction or series of transactions, related or not, for a consideration exceeding Rs. 100.00.00.000 (one hundred crore rupees) in a financial year. Any sale of existing owned real estate of the Company will be considered to be an Affirmative Vote Matter.

(h) Acquisitions

Any acquisition (whether by purchase, subscription or otherwise) by the Company of any share capital or loan capital of a body corporate, or of any business or undertaking or any assets, including freeholds or leaseholds for real property (in each case for a consideration in excess of Rs. 100.00.00.000 (one hundred crore rupees))

(i) Reorganisations

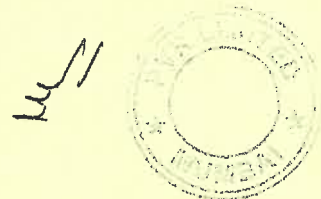
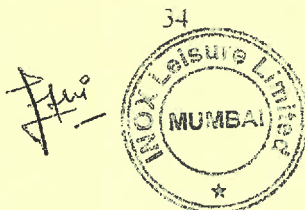
The approval or undertaking or any amalgamation, merger, consolidation, recapitalisation or other reorganisation involving the Company.

(j) Business plan/Annual Budget

The adoption of an annual capex plan and any annual budget, or a variation in excess of fifteen per cent. (15%) of the total capital expense and other expenses once approved.

(k) Borrowings

The incurring of any borrowing by the Company or



any other indebtedness or liability in the nature of borrowing, in excess of Rs. 15,00,00,00,000 (fifteen hundred crore rupees) for the first twenty four (24) months from the Effective Date. In addition, the incurring by the Company of any borrowing or other indebtedness or liability in the nature of a borrowing, in excess of 1 x EBITDA (real EBITDA) after twenty four (24) months of the Effective Date will be considered to be an Affirmative Vote Matter.

(l) Security

The creation of any mortgage, charge, security, pledge, lien, right of set off, right of retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking of the Company other than: (i) for the borrowing mentioned in paragraph (k) above; (ii) arising or granted in the ordinary course of business; or (iii) a lien or retention of title on assets arising by the operation of Law in the ordinary course of business.

(m) Lending

Any loans or grant of any credit by the Company save for trade credit extended on normal commercial terms in the ordinary course of business.

(n) Litigation

The settlement of the Company where the amount claimed exceeds Rs. 50,00,00,000 (fifty crore rupees).

(o) Accounting policies/year end

Any alteration of the financial year end or of the accounting methods, policies or practices of the Company, except to the extent required by Law, or applicable accounting standards.

(p) Change of internal and statutory auditors

Any appointment of, or change in the internal or statutory auditors of the Company other than a big 4 accounting firm.

(q) Tax matters

Any alteration to: (i) the Company's tax residency; or (ii) to the Company's tax structure.

(r) Related Party Transactions

Entry into (or the amendment or variation of) any related party transactions between the Company and any member of the Promoter Groups.

(s) Third Party Payments

The making of any: (i) donations above the requirements of applicable Law; and (ii) any political donations.

(t) Hedging and derivatives

The approval of any hedging policies, including with respect to foreign currency exposure, and the entry into any derivative agreements by the Company, other than in the ordinary course of business, for an amount exceeding USD 1,50,00,000 (United States Dollars one crore fifty lacs) or its equivalent.



166. For so long as the relevant Promoter Group Shareholding is at least five per cent. (5%) of the Fully Diluted Capital, copies of the monthly management information systems and such other periodic information in relation to the financials of the business conducted by the Company shall be shared with the relevant Promoter Group, subject to compliance under the SEBI (Prohibition of Insider Trading) Regulations, 2015.

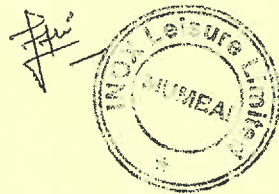
Information and inspection rights

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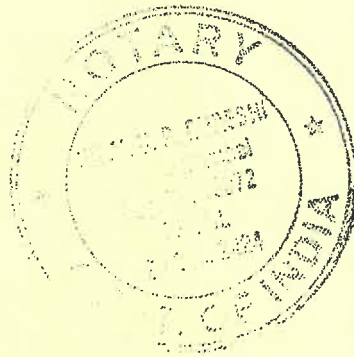


(end of Part B)

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P. S. Sonawale
Deputy Registrar *7.01.2023*

National Company Law Tribunal, Mumbai Bench