

Navi Mumbai Zonal Office: CIDCO Old Admin Building, P-17, Sector-1, Vashi, Navi Mumbai-400703 Email:cmmarc nvm@mahabank.co.in

POSSESSION NOTICE (For immovable property) Whereas, the Authorised Officer of Bank of Maharashtra under Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 & in exercise of powers conferred under Section 13 (12) read with Rule 3 of the Security interest (Enforcement) Rules 2002 issued a demand notice dated 16.07.2016 under Section 13 (2) of the said Act and called upon you 1. Mr. Sonalal Nagendra Sharma 2. Mrs. Lalitadevi Sonalal Sharma to repay the amount mentioned in the said notice

housing loan facility and expenses incurred for recovery against Mortgage Scheduled property, within 60 days from the date of receipt of the said notice.

The Borrower having failed to repay the amount, notice is hereby given to the Borrower and the public in general that the undersigned has taken possession of the propertie described herein below in exercise of powers conferred on him under sub-section (4) o Section 13 of Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 or

peing Rs.18,30,361/- plus unapplied interest @ 9.70% from 16.07.2016 towards

his 04th December of the year 2023. The Borrower in particular and the public in general are hereby cautioned not to deal with he properties and any dealings with the properties will be subject to the charge of Bank of Maharashtra for an amount mentioned above.

The borrower's attention is invited to provisions of sub-section (8) of Section 13 of the Act

n respect of time available, to redeem the secured assets.

Description of the Immoveable Property:
Bunglow under construction on the Plot No. 326, area admeasuring about 1744 SQ.FT. I.E. 162 SQ MTRS OUT OF s. No. 90 pt, 95 pt, 106 pt, 107 pt, 108 pt, 116 pt, Plot No. 326 which is known as sector C-4 of Gold Valley Konkan situated at Warchiwadi, Taluka Mangaon, Dist-Raigad.

Date: 04.12.2023 Place: Raigad

Sd/- Authorised Officer & Chief Manager



(A GOVERNMENT OF INIDA UNDERTAKING) ARM-II BRANCH, MUMBAI: 3rd Floor, Canara Bank Building, Adi Marzban Street, Ballard state. Mumbai - 400 001. •Tel. •Email: cb6289@canarab

SALE NOTICE econstruction of Financial Assets and Enforcement of Security Interest Act, 2002 real with provision to Rule 8 (6) of the Security Interest (Enforcement) Rules, 2002

lotice is hereby given to the public in general and in particular to the Borrower (s) an Quarantor(s) that the below described immovable properties mortgaged/charged to the ecured Creditor, the Physical Possession of which has been taken by the Authorize Officer of Canara Bank, will be sold on "As is where is", "As is what is", basis on 26.12.2023 or recovery of Rs. 65,26,58,142.33 (as on 31.08.2023 plus further interest and charges rom 01.09.2023) due to the ARM II Branch of Canara Bank from M/s. Om Sai Mercantile Pvt. Ltd. with Regd. address at, 403, Surat Sadan Building, Surat Street, 4th Floor, Masjid Bunder (East), Mumbai - 400009, represented by its Directors Mr. Dalbir Singh Bhatt Mr. Kuldeep Singh Bhatti and Mr. Raju Singh Bhatti:

	Sr. No.	Description of the Property	Reserve Price	Earnest Money Deposit				
	1.	All that part and parcel of residential Flat No. 21, 2nd Floor at Shivsadan CHS Ltd., Plot No. 8, Aziz Baug, RC Marg, Near RCF Police Station, Marvali Church, Chembur, Mumbai in the name of Kuldeep Singh Bhatti (Area of Flat is 1150 sq.ft. on Plot No. 8, CTS No.132/6)	Rs. 1,61,00,000/-	Rs. 16,10,000/-				
Ŧ	The Fornest Manay Danceit shall be deposited an ar before 22 12 2022 upto F 00 n m							

he Earnest Money Deposit shall be deposited on or before 22.12.2023 upto 5.00 p. Details of EMD and other documents to be submitted to service provider on or before 22.12.2023 upto 5.00 pm. Date up to which documents can be deposited with Bank is 22.12.2023 upto 5.00 pm.

For detailed terms and conditions of the sale, please refer the link "E-Auction" provide n Canara Bank's website (www.canarabank.com) or may contact Mr. Paritosh Kumar Chief Manager, Canara Bank, ARM II Branch, Mumbai (Mob. No. 8828328297) o Mr. Sumit Kumar, Manager, (Mob. No. : 9345332323) E-mail id : cb6289@canarabank com during office hours on any working day or the service provider M/s. C1 India Pvt. Ltd. Udyog Vihar, Phase - 2, Gulf Petrochem Building, Building No. 301, Gurgaon, Haryana Pin-122015, Mr. Bhavik Pandya Mob. No. 8866682937 (Contact No. + 911244302020) 21/22/23/24, support@bankeauctions.com; maharashtra@c1india.com

Date: 06.12.2023 Canara Bank, ARM-II Branch

THE COSMOS Correspondence Address: Horizon Building, 1st Floor, CO.OP. BANK LTD. Ranade Road & Gokhale Road Junction, Gokhale Road (North), Dadar (West), Mumbai - 400 028. Phone No. 022- 69476012/57/58

POSSESSION NOTICE [Rule-8(1)] - for Immovable Property Whereas, the undersigned being the Authorised Officer of The Cosmos Co-op. Bank Ltd under the Securitisation & Reconstruction of Financial Assets and Enforcement of Security nterest Act 2002 (54 of 2002) and in exercise of the powers conferred u/s 13(12) read with rule 3 of the Security Interest (Enforcement) Rules, 2002 issued a **Demand Notice dated 26.06.2023** to thereby calling upon the **Borrower/Mortgagor** - Mr. Gyan Prakash hupendranath Singh to repay the amount as mentioned in the notice being 25,09,273.50 (Rupees Twenty Five Lakhs Nine Thousand Two Hundred Seventy Three and Fifty Paise Only) plus further interest and charges thereon within 60 days from he date of receipt of the said notice. The said Demand Notice is published in Newspapers .e. Active Times (English) and Mumbai Lakshyadeep (Marathi) at Mumbai Addition or

06 07 2023 as a Substitute service. Γhe Borrower/Mortgagor having failed to repay the amount, notice is hereby given to the Borrower/Mortgagor and the public in general that the undersigned has taken CONSTRUCTIVE POSSESSION of the property described herein below, in exercise of owers conferred on him under sub-section (4) of section 13 of Act read with rule 8 of the

ecurity Interest (Enforcement) Rules, 2002 on 02nd December 2023. The Borrower/Mortgagor attention is invited to provisions of sub section (8) of section 13 of he Act in respect of time available to redeem the secured assets.

The Borrower/Mortgagor in particular and the public in general is hereby cautioned not to

deal with the property and any dealings with the property will be subject to the charge of The Cosmos Co-Op. Bank Ltd. for an amount mentioned here in above with interest, ost and incidental charges thereon. DESCRIPTION OF IMMOVABLE PROPERTY (SECURED ASSETS)

All the Piece and Parcel of property being residential premise i. e. Flat No.303. On 3rd Floor, admeasuring Carpet area of 347.13 Sq. ft. i.e. 32.25 Sq. Mtrs. in C-Wing, Building No.1 of Akash Complex in Vasundhara Nagari constructed on all that piece and parcel o land bearing New Survey No.14/1+14/2/2 & Old Survey No.14/1 admeasuring i aggregate area of 5114 Sq. Mtrs Situated at Village Kurgaon, Boisar West, Taluka 8 District Palghar situated Within the jurisdiction of Sub-Registrar of Palghar. Together with proportionate share in the land under the building with right to enjoy common areas and acilities appurtenant to said the flat and with right of ways easements and parking available to said flat and membership attached to said flat

Date: 02.12.2023 **Authorised Officer** Place: Kurgaon, Boisar (West), Dist. Palghar Under SARFAESI ACT - 2002 The Cosmos Co-Op Bank. Ltd

COURT ROOM NO. 59

IN THE BOMBAY CITY CIVIL COURT AT MUMBAI ORDER V RULE 20 (1-A)

S.C. SUIT NO. 682 OF 2021 Plaint lodged on: 14.08.2020 Plaint admitted on: 04.03.2021

Rule 51 SUMMONS to answ Plaint under section 27 O.V rr. 1,5,7 and 8 and O.VIII r. 9 of the Code Of Civil Procedure, 1908

Canara Bank, a body corporate constituted and functioning under the act Banking Companies (Acquisition and Transfer of Undertakings) Act. 1970, having its Head office at 112, J.C. Road, Bangalore, Karnataka State and having one of their branch offices at 167, Navyug Niwas, Opp. Minerva Cinema, Lamington Road, Mumbai - 400 007

M/s. Saeeda Tours and Travels A Proprietary concer, through its Proprietor: Mr. Abdul Wasim Isak Babji, Aged 36 yrs, Indian Inhabitant, at 29-3-5, Grd. Floor, B.B.M.C Chawl. Sewri-Koliwada Road, Sewree, Mumbai — 400 015

M/s. Saeeda Tours and Travels Proprietor: Mr. Abdul Wasim Isak Babji

(As per Order dated 18.09.2023 in presiding in Court Room No: 59 H.H.J. Shri U.C. Deshmukh)

WHEREAS the abovenamed Plaintiff/s has/have Plaint relating to a commercial disputes in this Court against you and you are hereby summoned to file a Written Statement within 30 days of the service of the present summons and in case you fail to file the Written Statement within the saic period of 30 days, you shall be allowed to file the Written Statement on such other day, as may be specified by the Court, for reasons to be recorded in writing and on payment of such costs as the Court deems fit, but which shall not be later than 120 days from the date of service of summons. On expiry of one hundred and twenty days from the date of service of summons, you shall forfeit the ight to file the Written Statement and the Court shall not allow the Written Statement to be taken o

The Plaintiff therefore prays:

Sandhya Nanavare

Advocates for the Plaintiff

a) That this Hon'ble Court be pleased to pass a decree directing the Defendant to pay to the Plaintiff a sum of Rs. 2,80,000/- (Rupees Two Lakh Eighty Thousand Only) together with interes @ 10.30% p.a. compounded monthly from the date of filing till payment or realization as per the iculars of claim being Exhibit 'L

b) For such other and further reliefs as the nature and circumstances of the case may require) For costs of the suit. ou are hereby summoned to appear in this Court in person, or by an Advocate and able to answ

all material questions relating to suit, or who shall be accompanied by some person able to answe all such questions to answer the above named Plaintiff, and as the suit is fixed for the final disposa you must produce all your witnesses and you are hereby required to take notice that in default o your appearance, the suit will be heard and determined in your absence; and you will bring with you cument in your possession or power containing evidence relating to the me Plaintiff's case or upon which you intend to rely in support of your case and in particular for the Plaintiff/s the following documents :-Given Under My Hand & the Seal of This Hon'ble Court

Dated this 7th day of October 2023.



City Civil Court, Bombay

For Registrar.

.. Plaintiff

... Defendant

502 Maitri Tower, Louiswadi, Jeejamata Nagar, Near TMC School, Kajuwadi, Thane (W)-400604 NOTE: Next date in this Suit is 22/12/2023. Please check the status and next/further date of this

Navi Mumbai Zonal Office · CIDCO Old Admir Building, P-17, Sector-1, Vashi, Navi Mumbai-400703 Email:cmmarc nvm@mahabank.co.in H O: Lokmangal, 1501, Shivajinagar, Pune-5 legal_nvm@mahabank.co.in Phone: 022-20878354

POSSESSION NOTICE (For immovable property) Whereas, the Authorised Officer of Bank of Maharashtra under Securitisation at deconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 & in exercise of powers conferred under Section 13 (12) read with Rule 3 of the Security nterest (Enforcement) Rules, 2002 issued a demand notice dated **24.06.2016** under Section 13 (2) of the said Act and called upon you 1. Deepak Shripat Bamgude 2. Mr. Prakash Shripat Bagmude to repay the amount mentioned in the said notice being Rs. 8,26,937/- plus unapplied interest @10.00% from 24.06.2016 towards housing loan facility and expenses incurred for recovery against Mortgage of Scheduled

property, within 60 days from the date of receipt of the said notice he Borrower having failed to repay the amount, notice is hereby given to the Borrower and the public in general that the undersigned has taken possession of the properties described herein below in exercise of powers conferred on him under sub-section (4) o Section 13 of Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 or this 04th December of the year 2023.

The Borrower in particular and the public in general are hereby cautioned not to deal with the properties and any dealings with the properties will be subject to the charge of Bank o Maharashtra for an amount mentioned above

The borrower's attention is invited to provisions of sub-section (8) of Section 13 of the Act in respect of time available, to redeem the secured assets.

Description of the Immoveable Property: Flat No. 3, admeasuring 59 sq mtrs (carpet), Chandrahar Complex building,1st Floor City S NO. 858, within the village limits of Roha, Registration Sub-Dist Roha Dist-Raigad. Sd/- Authorised Officer & Chief Manage Date: 04.12.2023 Bank of Maharashtra Place: Roha

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH COMPANY SCHEME PETITION NO. 284 OF 2023

> **COMPANY SCHEME APPLICATION NO. 193 OF 2023** In the matter of the Companies Act, 2013 AND

In the matter of Sections 230 to 232 other applicable provisions of the Companies Act, 2013 and Rules framed there under as in force from time to time:

AND In the matter of Scheme of Amalgamation of Scrabble Entertainment Limited ("SEL" or "Transferor Company 1") and Plexigo Entertainment Private Limited ("PEPL" or "Transferor Company 2") and Zinglin Media Private Limited ("ZMPL" or "Transferor Company 3") and Scrabble Entertainment (Mauritius) Limited ("SEML" or "Transferor Company 4") with UFO Moviez India Limited ("UFO" or "Transferee Company") and their respective shareholders (the "Scheme")

... First Petitioner Company

Scrabble Entertainment Limited

a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at 3rd Floor, Valuable Techno Park, Plot No. 53/1, Road No. 7, MIDC, Andheri (East), Mumbai – 400093

CIN: U92190MH2008PLC178456 Plexigo Entertainment Private Limited

a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at Valuable Techno Park, 3rd Floor, Plot No. 53/1, Road No. 7. MIDC, Andheri (East), Mumbai – 400093

CIN: U92419MH2020PTC343580 ... Second Petitioner Company Zinglin Media Private Limited a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at Office

No. 902, 9th Floor, Ackruti Star, Central Road, MIDC, Andheri (East), Mumbai – 400093 CIN: U74999MH2017PTC300940 ... Third Petitioner Company UFO Moviez India Limited.

a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at Valuable Techno Park, Plot #53/1, Road #7 MIDC, Marol, Andheri (E), Mumbai - 400093

CIN: L22120MH2004PLC285453 ... Fourth Petitioner Company (First Petitioner Company, Second Petitioner Company, Third Petitioner Company and Fourth Petitioner Company together referred as 'Petitioner Companies')

NOTICE OF PETITION

A Joint Petition in relation to Scheme of Amalgamation of Scrabble Entertainment Limited ("SEL" or "Transferor Company 1") and Plexigo Entertainment Private Limited ("PEPL" or "Transferor Company 2") and Zinglin Media Private Limited ("ZMPL" or Transferor Company 3") and Scrabble Entertainment (Mauritius) Limited ("SEML" or "Transferor Company 4") with UFO Moviez India Limited ("UFO" or "Transferee Company") and their respective shareholders (the "Scheme") under Section 230 to 232 of the Companies Act, 2013 presented by the said Petitioner Companies on November 08, 2023 and it was admitted by the Hon'ble National Company Law Tribunal, Mumbai on November 22, 2023. The said Petition is fixed for final hearing before the Hon'ble Tribunal taking company matters on January 04, 2024. Any one desirous of supporting or opposing the said Petition should send to the Petitioner's Advocates, notice of his ntention signed by him or his advocate not later than two days before the date fixed for the final hearing of the Petition, the grounds of opposition or a copy of affidavit shall be furnished with such notice. A copy of the Petition will be furnished by the Petitioner's Advocates to any person requiring the same on payment of the prescribed charges for

FOR RAJESH SHAH & CO. Dated this 6th day of December, 2023. Advocates for the Petitioner M/S RAJESH SHAH & CO. Advocates for the Petitioner

16, Oriental Building, 30, Nagindas Master Road, Flora Fountain, Fort, Mumbai - 400 001

> IN THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH COMPANY SCHEME PETITION NO. C.P.(CAA)/276(MB)2023

IN THE MATTER OF SECTIONS 230 TO 232 READ WITH SECTION 234 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013

CONNECTED WITH

IN THE MATTER OF SCHEME OF AMALGAMATION AND PLAN OF MERGER OF SAAVN HOLDINGS, LLC WITH SAAVN MEDIA LIMITED AND THEIR RESPECTIVE MEMBERS AND CREDITORS ("SCHEME")

SAAVN MEDIA LIMITED, a company incorporated under provisions of the Companies Act, 1956, having Corporate Identity Number U72300MH2011PLC221359 and its registered office at 9th Floor, Maker Chambers IV. 222. Nariman Point, Mumbai 400 021, Maharashtra, India

..... Petitioner Company / **Amalgamated Company**

NOTICE OF HEARING OF COMPANY SCHEME PETITION

A Company Scheme Petition under Sections 230 to 232 read with Section 234 and other applicable provisions of the Companies Act, 2013, for sanctioning the Scheme of Amalgamation and Plan of Merger of Saavn Holdings, LLC with Saavn Media Limited and their respective members and creditors ("Scheme") was presented by the Petitioner Company on October 23, 2023 and was admitted vide Order dated November 2, 2023 by the Hon'ble National Company Law Tribunal, Mumbai Bench ("NCLT"). The said Company Scheme Petition is fixed for final hearing before the Hon'ble NCLT on December 19, 2023 at 10.30 a.m.

Any person desirous of supporting or opposing the said Company Scheme Petition should send to the Petitioner Company's Advocate -Mr. Peshwan Jehangir, Partner at peshwan.jehangir@khaitanco.com (in soft copy) and/ or M/s. Khaitan & Co., One Forbes, 3rd & 4th Floors, Dr. V. B. Gandhi Marg, Mumbai - 400 001, India (in hard copy), notice of such intentions, in writing, signed by him/ her or his/ her Advocate, with his/ her full name and address, so as to reach the Petitioner Company's Advocate not later than two days before the date fixed for final hearing of the said Company Scheme Petition. Where he/ she seeks to oppose the Company Scheme Petition, the ground of opposition or a copy of his/ her affidavit intended to be used in opposition to the Company Scheme Petition, shall be filed with the Hon'ble NCLT at 4th & 5th Floor, MTNL Exchange Building, next to G.D. Somani Marg, Chamundeshwari Nagar, Cuffe Parade, Mumbai – 400 005, Maharashtra and a copy thereof be served on the Petitioner Company's Advocate, at the aforesaid address, not less than two days before the date fixed for the hearing and final

A copy of the Company Scheme Petition will be furnished by the undersigned to any person on payment of prescribed charges.

Dated this 5th day of December 2023

Place: Mumbai

Sd/-Peshwan Jehangir Partner

M/s. Khaitan & Co. **Advocate for the Petitioner Company** **PUBLIC NOTICE**

NOTICE is hereby given that Mrs. Sushila Rajendra Pardeshi, the Owner of the property mentioned in the Schedule here-below, have agreed to sell the said property to my client, Mr. Awadheshkumar Kanojiya presently residing at A-6, Krishna Koyana Apartment, Dawale Nagar, Near T M C Bus depo, Lokmanya Nagar 3, VTC Thane, Dist. Thane, Maharashtra. Pin Code - 400606.

All persons claiming an interest in the said property or any part thereof by way of sale, gift, lease, inheritance, exchange, mortgage, charge, lien, trust, possession, easement, attachment or otherwise, howsoever are hereby required to make the same known to the undersigned within 15 days from the date hereof, failing which, said Sale will be completed, without any reference to such claim and the same, if any, shall be considered as waived.

Schedule

Schedule

All that residential premise bearing Room No. B-18, admeasuring about 25 square metres Built Up Area in the "SINHGARJANA CO-OPERATIVE HOUSING SOCIETY LTD" constructed on the land bearing Survey No. 155 & 156 Part and Plot No. 63, MHADA VASAHAT lying, being and situate at Veer Savarkar Nagar, Thane West within the limits of Greater Mumbai in the registration district of Mumbai.

Devashish Wani Devashish Wan Date: 07.12.2023

Advocate – High Cour Office No. 11, 1st Floor, Rohit Chambers Premises CSL Janmabhoomi Marg, Fort, Mumbai - 400 001

PUBLIC NOTICE

Notice is hereby given to the public at large that our Clients, namely, MRS.BATUL DHRUV PATEL and MR. DHRUV RAJESH PATEL are intending to purchase from GHODAWAT REALTY PVT. LTD., a residential premise bearing Flat No. 6403 of "B" Wing admeasuring out 960 sq. ft. Carpet area (equivalent to 107.06 sq. mtrs of Built-up area) as situated o about 950 sq. nr. Carpet area (equivalent to 107.05 sq. mtrs of built-up area) as situated or 64th Floor along with Two car parking spaces bearing Nos. P3-685 & P3-686 in the building known as "Lodha Parkside" together with all rights, title and interest as attached thereto including incidental membership rights of Parkside Co-operative Housing Society Limited., as standing on piece of land bearing Cadastral Survey (CTS) No. 464 of Lower Parel Division being at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 ("the said Premise").

The Vendor has obtained loan from ICICI bank by mortgaging the said Premise. Except as stated herein, any and all persons having any share, rights, title, interest, claim or demand whatsoever into, upon or in respect of the said Premise or any portion thereof, whether by way of allotment, sale, exchange, share, assignment, acquisition, partition, devise, bequest, transfer, gift, mortgage, charge, encumbrance, lien, lis-pendens, easement in way, let, lease, nancy, sun-tenancy, trust, maintenance, inheritance, possession, license or a claim o enancy, sun-tenancy, trust, maintenance, innertrance, possession, license or a claim of eneficial right/interest under any trust, right of prescription or preemption or under any nemorandum of understanding, agreement for sale, power of attorney, option of purchase greenent, area sharing agreement, auction sale, right of first refusal, or pre-emption, in the ature of a dispute, suit, decree, other restrictive covenants, order of injunction, attachment equisition, acquisition, judgment or award passed by any court, tribunal or by authority, or therwise, possession howsoever or otherwise or by operation of law, are hereby requeste To make the same known in writing to the undersigned at the office at below mentioned address with supportive documents within a period of 14 (Fourteen) days from the date nereof, failing of which, the claim of such person/s will be deemed to have been wilffully and deliberately waived and/or abandoned and given away by the said person/s for all intents and our posses and shall not be binding on our clients and no claim and/or demand made by such persons shall be entertained thereafter. Further, our clients shall be presuming the title of the said Pennige to be clean, claim and/or demand made by the charged the process and shall and the process and shall be entertained thereafter. aid Premise to be clean, clear, marketable and free from all encumbrances and claims ate: 07/12/2023

(M/s. Chirag Shah & Co.) Advocates & Solicitors ADD: Office No. 605, 6th Floor, Pearl Plaza, Near Mc Donalds, Andheri (West), Mumbai – 400 058 Email: info@advocateshah.com Phone: 8898050051

TENUGHAT VIDYUT NIGAM LIMITED तेनुघाट विद्युत निगम लिमिटेड (A GOVT. OF JHARKHAND UNDERTAKING)

CINU40101JH1987SGC013153 NOTICE INVITING EOI

Date: 05.12.2023 Ref No.: 851/2023-24 On behalf of TVNL, EOI is invited for off taking of pond ash free of cost from ash pond of TTPS, Lalpania on "as is where is basis" for utilization in

environment irienaly manner	environment friendly manner as per schedule given below: -		
Details of Expression of Interest(EOI)			
EOI No	02/CIVIL/W/TVNL/RAN/2023-24		
Mode of Tender	Open Tender		
Due date & time of submission of bids.	Up to 4:00 PM on 29.12.2023		
Due date & time of opening of bids.	AT 4:00 PM on 29.12.2023		
Pre-Bid meeting	On 18.12.2023 from11:30 AM to 01:30PM (Venue- TVNL HQ, Hinoo, Doranda, Ranchi-834002)		
Tender fee	Rs 2360.00 (Including GST)		
Refundable Security Deposit (SD)	Rs. 1.00 / MT subject to minimum of Rs. 20,000.		
Period of Work 01 year.			
For more details and downloading of EOI, please visit the website:			

www.tvnl.in Sd/- (U. K. Singh) ESE(F&A/Civil) PR.NO.312820 Tenughat Vidyut Nigam Ltd.(23-24):D

Navi Mumbai Zonal Office: CIDCO Old Admin Building, P-17, Sector-1, Vashi, Navi Mumbai-400703 Email:cmmarc_nvm@mahabank.co.in

H O: Lokmangal, 1501, Shivajinagar, Pune-5 | legal_nvm@mahabank.co.in Phone: 022-20878354 **POSSESSION NOTICE (For immovable property)** Vhereas, the Authorised Officer of Bank of Maharashtra under Securitisation Reconstruction of Financial Assets and Enforcement of Security Interest Act. 2002 & in exercise of powers conferred under Section 13 (12) read with Rule 3 of the Security nterest (Enforcement) Rules,2002 issued a demand notice dated 31.05.2023 under

4. Mrs Suvarna Yashvant Mhamunkar(Guarantor) to repay the amount mentioned in the said notice being Rs.10,55,581/- plus unapplied interest from 31.05.2023 towards nousing loan facility and expenses incurred for recovery against Mortgage o Scheduled property, within 60 days from the date of receipt of the said notice. The Borrower having failed to repay the amount, notice is hereby given to the Borrower and the public in general that the undersigned has taken possession of the properties

Section 13 (2) of the said Act and called upon you 1. Mrs Smita Sushil Dalvi (Borrower)

2. Mr Sushil Krishna Dalvi(Borrower) 3. Mr Laxman Sonu Khirit (Guarantor)

described herein below in exercise of powers conferred on him under sub-section (4) of Section 13 of Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 of this 04th December of the year 2023. The Borrower in particular and the public in general are hereby cautioned not to deal with

the properties and any dealings with the properties will be subject to the charge of Bank o Maharashtra for an amount mentioned above. The borrower's attention is invited to provisions of sub-section (8) of Section 13 of the Act

respect of time available, to redeem the secured assets

Description of the Immoveable Property: Mortgage of land and building thereon on Milkat no.131, House Property admeasuring

1294 sq ft at Village Patnus Taluka Mangaon Dist Raigad Date: 04.12.2023 Sd/- Authorised Officer & Chief Manage Place: Village Patnus Bank of Maharashtra

ENCORE ASSET RECONSTRUCTION eare COMPANY PRIVATE LIMITED (ENCORE ARC) 5TH FLOOR, PLOT NO. 137, SECTOR 44, GURUGRAM - 122 002, HARYANA

E-AUCTION SALE NOTICE -Auction Sale Notice for Sale of Immovable Asset under the Securitisation and Reconstructi

of Financial Assets and Enforcement of Security Interest Act, 2002 read with Proviso to Rul 8(6) of the Security Interest (Enforcement) Rules, 2002 (Rules). Notice is hereby given to the public in general and in particular to the Borrower and Guarantor(s hat the below described immovable property mortgaged/charged to the Bajaj Finance Limit that the below described himbovable properly into tagged/charged to the balaj Finance Limite (BFL) Bank to secure the outstanding dues in the loan account since assigned to Encore Ass Reconstruction Company Private Limited, acting in its capacity as the trustee of EARC -EOT-00 -Trust ("Secured Creditor"), which is under Physical Possession of the Authorised Officer of th Secured Creditor, will be sold on "AS IS WHERE IS", "AS IS WHAT IS", and "WHATEVER THERE IS" basis on 27.12.2023 for recovery of Rs. 3,13,20,152/- (Rupees Three Crore Thirteer Lakhs Twenty Thousand One Hundred Fifty Two Only) as on 30.11.2020 and further interest at contractual rate till recovery and other costs, charges etc. after adjustment o recovery/realization, if any, due to the Secured creditor from borrower Minal Tukaram Kamble (Borrower & Mortgagor) and late Mrs. Shailja Tukaram Madhekar (Co-borrower) represented

irough her legal heirs namely Mr. Kamlesh Madhekar & Ms. Sonal Madhekar. (Hereinafte collectively referred as Co-Borrower's/Mortgagor).
The description of the property, Reserve Price (RP) for the secured asset & the Earnest Mone

	Deposit (EMD) is be as under:		
	Description of Property	RP (In Rs.)	EMD (In Rs
	A Residential Flat with the area admeasuring 400 sq. ft. (Carpet) being Flat No. G-1 in B – Wing on the Ground Floor, Building No. 17, Plot No. 34/2, Shriram Apartments, Shree Raghunandan Co-operative Housing Society Limited, Dindoshi, Gen. A.K. Vaidya Marg, Malad (East), Mumbai –400 097, bearing Survey No. 34, Hissa No. 2 (Pt), C.T.S. No. 156-A/2 of Village Dindoshi, Taluka Borivali, P/North Municipal Ward in Greater Mumbai within the Registration District and Sub-District of Mumbai City and Mumbai Suburban. & A Residential Flat with the area admeasuring 425 sq. ft. (Carpet) being Flat No. F-1 in B – Wing on the First Floor, Building No. 17, Plot No. 34/2, Shriram Apartments, Shree Raghunandan Co-operative Housing Society Limited, Dindoshi, Gen. A.K. Vaidya Marg, Malad (East), Mumbai –400 097, bearing Survey No. 34, Hissa No. 2(Pt), C.T.S. No. 156-A/2 of Village Dindoshi, Taluka Borivali, P/North Municipal Ward in Greater Mumbai within the Registration District and	Rs. 1,38,00,000/-	Rs.
	Sub-District of Mumbai City and Mumbai Suburban. In case the e-auction date is declared public holiday then the date	will be automat	ically extende

to very next working day. For detailed terms & conditions please refer to the link provided in the secured creditor

website i.e., http://www.encorearc.com/ For any clarification/information, interested parties may contact the Authorised Officer of th

Secured Creditor on mobile no. 9712668557/ 9619899386 or email a propertyforsale@encorearc.com Sd/- Authorised Office Encore Asset Reconstruction Company Pvt. Ltd Date: 05.12.2023 Place: Mumbai

THE OFFICE OF THE RECOVERY OFFICER Attached to Janakalyan Sahakari Bank Ltd.

Vivek Darshan, 140, Sindhi Society, Opp. Bhakti Bhavan, Chembur, Mumbai – 400 071 Tel No. 022-25276114 25276118 PUBLIC NOTICE

DEMAND NOTICE

Whereas the Janakalvan Sahakari Bank Ltd filed Recovery Applications before Dv. Registrar Co. Op. Society Mumbai Wadala U/s 101 of Maharashtra Cooperative Societies Act, 1960. The Hon'ble Dy. Registrar by following due process of law has issued Recovery Certificates in favor of Bank in following matter Account No. Recovery RC dated Demand Outstanding **Borrowers Name Guarantors Name**

10.	Dorrowers Name	dual antors realite	Account No.	Certificates No	no uatou	Notice dated	Amount As per Demand
1	M/s. Telycom Industries Pvt 1. Mr. Umashankar Shiwaprasad Modi. 2. Mrs. Geetadevi Umashankar Modi 3. Mr. Kaushalkumar Umashankar Modi. 4. M/s. Panchsheel Plastics Pvt. Ltd. 5. M/s. Mahakali Plasti-Weaves Pvt. Ltd. 6. M/s. Hardesh Investment & Tradir Co. Pvt. Ltd. 7. M/s. Overseas Packaging Industri Pvt. Ltd.		MORTG-TL-79	101/228/2023	06.11.2023	08.11.2023	3,69,67,434/-
2	M/s. Overseas Packaging Industries Pvt. Ltd.	Mr. Umashankar Shiwaprasad Modi. Mrs. Geetadevi Umashankar Modi. Mr. Kaushalkumar Umashankar Modi. Mrs. Panchsheel Plastics Pvt. Ltd. Mrs. Mahakali Plasti-Weaves Pvt. Ltd. Mrs. Hardesh Investment & Trading Co. Pvt. Ltd	MORTG-TL-80	101/229/2023	02.11.2023	06.11.2023	4,93,54,944/-
3	M/s. Overseas Packaging Industries Pvt. Ltd.	Mr. Umashankar Shiwaprasad Modi. Mrs. Geetadevi Umashankar Modi. Mr. Kaushalkumar Umashankar Modi. Mr. Panchsheel Plastics Pvt. Ltd. Mrs. Mahakali Plasti-Weaves Pvt. Ltd. Mrs. Hardesh Investment & Trading Co. Pvt. Ltd.	MORTG-TL-82	101/230/2023	06.11.2023	06.11.2023	62,88,771/-
	Mr. Kaushalkumar Umashankar Modi, M/s. Mahakali Plasti-Weaves Pvt. Ltd, M/s. Panchsheel Plastics Pvt. Ltd, M/s. Overseas Packaging Industries Pvt. Ltd.	Mr. Umashankar Shiwaprasad Modi. Mrs. Geetadevi Umashankar Modi.	MORTG-TL-94	101/231/2023	06.11.2023	08.11.2023	1,04,78,709/-
	Mr. Kaushalkumar Umashankar Modi, M/s. Mahakali Plasti-Weaves Pvt. Ltd, M/s. Panchsheel Plastics Pvt. Ltd, M/s. Overseas Packaging Industries Pvt. Ltd.	Mr. Umashankar Shiwaprasad Modi. Mrs. Geetadevi Umashankar Modi.	MORTG-TL-95	101/232/2023	06.11.2023	08.11.2023	3,16,53,953/-
	Panchsheel Plastics Pvt. Ltd. M/s. Mahakali Plasti-Weaves Pvt. Ltd, M/s. Overseas Packaging Industries Pvt. Ltd. Mr. Kaushalkumar Umashankar Modi.	Mr. Umashankar Shiwaprasad Modi. Mrs. Geetadevi Umashankar Modi.	MORTG-TL-96	101/233/2023	06.11.2023	08.11.2023	5,40,54,118/-
7	M/s. Overseas Packaging Industries Pvt. Ltd.	Mr. Umashankar Shiwaprasad Modi. Mrs. Geetadevi Umashankar Modi. Mr. Kaushalkumar Umashankar Modi.	MORTG-TL-97	101/236/2023	06.11.2023	08.11.2023	3,13,28,986/-
8	M/s. Overseas Packaging Industries Pvt. Ltd.	Mr. Umashankar Shiwaprasad Modi. Mrs. Geetadevi Umashankar Modi. Mrs. Kaushalkumar Umashankar	MORTG-TL- 101	101/234/2023	06.11.2023	08.11.2023	2,46,40,212/-

Now, therefore, by virtue of the powers vested in me under Section 156 of the Maharashtra Co-operative Societies Act, 1960 read with Rule 107 of the Maharashtra Co-operative Societies Rules, 1961. I, S. B. Gore, RECOVERY OFFICER attached to the Applicant Bank has issued above said Demand Notices and called upon to Judgment Debtors to pay decreatal amount with further interest @ 16.25% p.a. from 01.11.2023, till the date of full payments at the stipulated rate and pay the same to the JANAKALYAN SAHAKARI BANK LTD., MUMBAI, within 15 days from receipt notices, failing which. I shall proceed to obtain payments of the said amount by attachment of salary and/or movable/immovable properties mortgaged and any other assets in the name of Judgment Debtors together with the expenditure which would be incurred for recovery of the same under the provisions of the Maharashtra Co-operative Societies Act, 1960 and Maharashtra Co-operative Societies Rules, 1961. This is service of the Demand Notice upon Judament Debtors

The Judgment Debtors and Public in General are hereby informed about the execution initiated by this office and not to deal with the asset of the Judgmen Debtors directly/ indirectly without prior permission from this office. Any dealing will subject to the execution proceedings initiated by this office. Date: 07.12.2023 (S. B. Gore) Recovery Officer

(Public Servant u/s. 161 of MCS 1960) Place : Mumbai



दिनांक : ०४/१२/२०२३

पेगासस ॲसेट्स रिकन्स्ट्रक्शन प्रायव्हेट लिमिटेड ५५-५६, ५वा मजला, फ्री ग्रेस हाऊस, नियन पॉईट, मुंबई-४०० ०२१, ह्र : ९१-२२६१८८४७००

कब्जा सूचना

नियम ८(१)(स्थावर मिळकतीकरिता)

ज्याअर्थी, **पेगासस ॲसेटस रिकन्स्टक्शन प्रा. लि. (पेगासस)** च्या प्राधिकत अधिकाऱ्यांनी सिक्यरिटायझेशन अँड रिकन्स्ट्रक्शन ऑफ फायनान्शिअल ॲसेट्स अँड एन्फोर्समेंट ऑफ सिक्युरिटी इंटरेस्ट ॲक्ट, २००२ ("**सरफैसी ॲक्ट**" च्या कलम १३(१२) सहवाचता सिक्यरीटी इंटरेस्ट (एन्फोर्समेंट) रुल्स. २००२ च्या नियम ३ अन्वये दिनांव ०४/१०/२०२१ रोजीची मागणी सूचना जारी करून कर्जदार/सह-कर्जदार/गहाणदार अंबिका शिपिंग एजन्सी (कर्जदार) आणि तिलक वेरासी लोदाया (सह-कर्जदार), हंसा तिलक लोदाया (सह-कर्जदार), ध्वनी तिलक लोटाया (मह-कर्जदार) अंकिता तिलक लोटाया (मह-कर्जदार) मर्व कर्जदार/मह-कर्जदार/हमीदार/गहाणवटदार यांना सूचनेत नमूद करण्यात आलेल्या १०/०९/२०२१ <mark>रोजीप्रमाणे रक्कम र</mark>ु १,२४,२७,२२६.३०/ – (रुपये एक कोटी चोवीस लाख सत्तावीस हजार दोनशे सव्वीस आणि पैसे तीम मात्र) एकत्रित सह दिनांक ११/०९/२०२१ रोजीपासून त्यावरील उपार्जित सांपार्श्विक दराने पुढील व्याज आणि परिव्यय प्रभार आणि खर्च या रकमेची परतफेड सदर सूचनेच्या प्राप्तीच्या तारखेपासून ६० दिवसांत करण्यास सांगितले होते. त्यानंतर, सदर कर्जदार/सह-कर्जदार/गहाणदारांचे थकबाकी यासह त्याअंतर्गत येणारे तारण हितसंबंध जे **आरबीए**ल **बँक लि.,** जे सरफैसी ॲक्टच्या तरतुदीन्वये दिनांक ३१/०३/२०२१ रोजीच्या अभिहस्तांकन कराराद्वारे **पेगासस ग्रु**ए थर्टी नाईन ट्रस्ट-१(पेगासस) यांचे ट्रस्टी म्हणून त्यांच्या क्षमतेत कार्यरत असून त्यांच्या नावे अभिहस्तांकित केले रकमेची परतफेड करण्यात कर्जदार असमर्थ ठरल्याने, एस्प्लेनेड, मुंबई येथील सन्माननीय अतिरिक्त मुख्य महान दंडाधिकारी, यांच्यासमक्ष सरफैसी ॲक्टच्या कलम १४ अन्वये अर्ज दाखल केला. पढे २८/०६/२०२३ दिनांकीत आदेशाद्वारे अतिरिक्त मुख्य महानगर दंडाधिकारी, येथे एस्प्लेनेड, मुंबई यांनी नेमलेले कोर्ट कमिश्नर यांना खालील उल्लेखित मालमत्तेचा प्रत्यक्ष कब्जा घेण्याचे आदेश दिले आणि **पेगासँस ॲसेट्स रिकन्स्ट्रक्शन प्रा. लि. (पेगासस** च्या प्राधिकृत अधिकारी यांना ०४/१२/२०२३ रोजीस सुपूर्त केला.

सदर अनुसरून रकमेची परतफेड करण्यात कर्जदार (सह-कर्जदार/गहाणदार असमर्थ उरल्याने, याद्वारे कर्जदार आणि सर्वसामान्य अनतेस सूचना रेप्यात येते की, प्राधिकृत अधिकान्यांनी खाली वर्णन केलेल्या मिळकतीचा कब्जा त्यांना सदर अकॅटच्या कलम १३ च्या पोट-कलम (४) सहवाचता सिन्धुरिटी इंटरेस्ट एन्फोर्समेंट रूल्स, २००२ च्या नियम ८ अन्वये प्राप्त अधिकारोजा वापर करून दिनांक ०४/१२/२०२३ रोजी घेतला.

त्रवार जानकारचा वाचार करना दूराम २००१ (१) एउट एक विद्यार । विशेषतः कर्जदार/सह-कर्जदार/गहाणदार आणि सर्वसामान्य जनतेस याद्वारे इशारा देण्यात येतो की, उक्त मिळकतीशी व्यवहार करू नये व सदर मिळकतीशी केलेला कोणताही व्यवहार हा पेगाससच्या १०/०९/२०२१ रोजी अनुसार रक्कम इ. १,९४,२७,२९६,३०/ – (रुपये एक कोटी चोवीस लाख सत्तावीस हजार दोनशे सव्वीस आणि पैसे तीस मात्र) अधिक दिनांक ११/०९/२०२१ रोजीणसून सांपार्शिकंत दरान त्यावरील प्रयोज्य व्याज एकत्रित सह त्यावरील उपार्जित परिच्या, प्रमार आणि खर्च या रक्तमेच्या भाराअधीन राहील.

जाराजा राज्यम्, आराजा खम्र वा राजा जा राजाला राजाला राजाला । तारण मतेच्या विमोचनाकरिता उपलब्ध वेळेत ॲक्टचे कलम ॲक्टच्या १३ चे पोट-कलम (८) च्या तरतुदी अन्व कर्जदारांचे लक्ष वेधण्यात येत आहे.

स्थावर मिळकतीचे वर्णन

निवासी फ्लॅट क्र. ए-३०४, विश्वमित्र सीएचएसएल, बीणा नगर, सप्तर्षी पार्क, स्वप्न नगरी समोर, अगरवाल रोड, मुलुंड पश्चिम, मुंबई-४०००८०. ठिकाण: मंबर्ड

> पेगासस ॲसेट्स रिकन्स्ट्रक्शन प्रावव्हेट लिमिटेड पेगासस ग्रुप थर्टी नाईन ट्रस्ट–१ चे टस्टीच्या क्षमतेत कार्यरत

फॉर्म जी स्वारस्याच्या अभिव्यत्तीकरिता निमंत्रण रेडियस ॲण्ड डिझव्हं बिल्डर्स एलएलपीसाठी मुंबई येथे रियल इस्टेट व्यवसायामध्ये कार्यरत (इसॉल्वर्सी शुँड बॅक्स्ट्सी रेयलेगस २०४६च्या रेयलेगन ३६ए (१) अन्यये

(इन्सॉल्वन्सी रिझॉल्युशन प्रोसेस फॉर कॉर्पोरेट पर्सन्स)

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	संबंधित	
₹.	पॅन/सीआयएन/एलएलपी नं. सहीत कॉर्पोरेट	रेडियस ॲण्ड डिझर्व्ह बिल्डर्स एलएलपी
कर्जदारांचे नाव		एलएलपीआयएन : एएए-५८९५
٦.	नोंदणीकृत कार्यालयाचा पत्ता	वन बीकेसी, ए विंग १४०१, प्लॉट क्र ६६, जी, ब्लॉक,
l		बांद्रा कुर्ला कॉम्पलेक्स, बांद्रा पूर्व मुंबई - ४०००५१
₹.	वेबसाईटची युआरएल	https://www.incorprestructuring.com
		radius deserve builders llp.html
٧.	जास्तीत जास्त स्थावर मत्ता असलेल्या ठिकाणाचे	irpradius23@gmail.com वर ई-मेल करून आरपी कडून
	तपशील	तपशील मिळविता येईल.
٩.	मुख्य उत्पादने/सेवांची स्थापित क्षमता	लागू नाही
६. मागील आर्थिक वर्षात विकलेल्या मुख्य उत्पादने/		लागू नाही
	सेवांचे परिमाण आणि मूल्य	
૭.	कर्मचारी/कामगारांची संख्या	श्न्य
۷.	दोन वर्षांची शेवटची उपलब्ध वित्तीय विवरणे	irpradius23@gmail.com वर ई-मेल करून आणि/किंवा
	(अनुसूचींसह), धनकोंची सूची यासह पुढील तपशिल,	व्हर्च्युअल डाटा रूम कडून तेथील संहिता आणि
	प्रक्रियेच्या त्यानंतरच्या घटनांच्या संबंधित तारखा येथे	नियमावलीतील तरतुर्दीनुसार तपशील मिळविता येईल.
	उपलब्ध	
٩.	कोडच्या कलम २५(२) (एच) अंतर्गत निराकरण	स्वारस्याच्या अभिव्यक्तीकरिता तपशीलवार निमंत्रणासाठी,
	अर्जदारांसाठी पात्रता येथे उपलब्ध	ज्यात संहितेच्या कलम २५ (२)(एच) अंतर्गत रिझाल्युशन
		अर्जदारांसाठी पात्रता समाविष्ट आहे,
		irpradius23@gmail.com वर ई-मेल करून मिळविता येईल
		आणि https://www.incorprestructuring.com/ radius
<u> </u>		deserve builders llp.html येथेही उपलब्ध आहे.
१०.	स्वारस्याची अभिव्यक्ती प्राप्त करण्यासाठी अंतिम	डिसेंबर , २२, २०२३
1	तारीख	स्वारस्याच्या अभिव्यक्तीकरिता तपशीलवार निमंत्रण
		irpradius23@gmail.com वर ई-मेल करून मिळविता येईल

११. संभाव्य तिराकरण अर्जदारांची (पीआरए) तात्पुरती
स्वी जारी करण्यांची तारीख
१२. तात्पुरत्या सुनीला असलेले आक्षेप सादर करण्यासाठी
अतिम तारीख
१३. संभाव्य निराकरण अर्जदारांची (पीआरए) अंतिम सूची
जारी करण्याची शेवटची तारीख
१४. इन्फरमेशन मेमोरंडम, इव्हॅल्युएशन मंद्रिक्स आणि
संभाव्य निराकरण अर्जदारांना निराकरण योजनेची विनंती

deserve builders llp.html येथेही उपलब्ध आहे

१५. निराकरण योजना सादर करण्याची शेवटची तारीख फेब्रुवारी २०, २०२४ १६. ईओआय सादर करण्यासाठी प्रक्रिया ई-मेल irpradius23@gmail.com आदित्री कन्स्ट्रकान्स प्रायव्हेट लिमिटेड ही रेडियस ॲण्ड डिझर्व्ह एलएलपी मध्ये ९८.९८% समभाग असलेली मोठी भागीदा आहे. रेडियस ॲण्ड डिझर्व्ह विल्डर्स एलएलपी हीसुद्धा इन्सॉल्वन्सी रिझॉल्युशन प्रकियेतून जात आहे आणि चेंबूर येथील

एसआरए प्रोजेक्ट हा रेडियस ऑण्ड डिझर्व्ह बिल्डर्स एलएलपीकडे आहे. सही/– जयेश नटवरलाल संघराजका रेडियस ऑण्ड डिझर्व्ह विल्डर्स एलएलपीचे रिझॉल्युशन प्रोफेशनल

(सप्टेंबर २७, २०२३ दिनांकित आदेशाद्वीर सीआयआएपी) नींदणी क्रमांक : आयबीबीआय/आयपीए-००१/आयपी-पी०००२१६/२०१७-२०१८/१०४१६ एएफए क. एए१/१०४१६/०२/२५०९२४/१००३१. सप्टेंबर २५,२०२४ पर्यंत वैध

आयबीबीआयकडे नॉदणीकृत इंग्रेल आयडी : jayesh.sanghrajka@incorpadvisory.in आयबीबीआयकडे नॉदणीकृत पत्ता आणि पत्रव्यवहारासाठी प्रोसेस स्पेसिफिक अंड्रेस : ४०५, दि राजस्थान बिल्डिंग,

डी. एस. फाळके रोड, गौतम नेगर, दादर पूर्व, मुंबई - ४०००१४ पत्रव्यवहारासाठी प्रोसेस स्पेसिफिक ईमेल आयडी :irpradius23@gmail.com

दिनांक : डिसेंबर ७, २०२३ ठिकाण : मुंबई

जारी करण्याची तारीख

राष्ट्रीय कंपनी कायदा लवाद मुंबई पीठासमोर कंपनी योजना याचिका क्र. २०२३ ची २८४ यांच्यामध्ये

कंपनी योजना अर्ज क्र. २०२३ चा १९३ कंपनी कायदा २०१३ च्या प्रकरणी

आ।ण कंपनी कायदा २०१३ च्या कलम २३० ते २३२ अंतर्गत इतर लागू तरतुर्दीप्रकरण आणि तत्कालीन स्वरूपात आखणयात आलेल्या नियमांप्रकरणी;

आणि स्क्रॅबल एंटरटेनमेंट लिमिटेड ("एसईएल" किंवा "हस्तांतरक कंपनी १") आणि प्लेक्सिगो एंटरटेनमेंट प्रायव्हेट लिमिटेड ("पीईपीएल" किंवा "हस्तांतरक कंपनी २") आणि झिंगलीन मिडिया प्रायव्हेट लिमिटेड ("झेडएमपीएल" किंवा "हस्तांतरक कंपनी ३") आणि स्क्रॅबल एंटरटेनमेंट (मॉरिशस) लिमिटेड

"हस्तांतरक कंपनी ३") आणि स्क्रॅबल एंटरटेनमेंट (मॉरिशस) लिमिटेड ("एसईएमएल" किवा "हस्तांतरक कंपनी ४") यांच्या यूएफओ मूव्हीज इंडिया लिमिटेड ("यूएफओ" किंवा "हस्तांतरण कंपनी") आणि त्यांच्या संबंधित समभागधारकांच्या एकत्रीकरणाच्या योजनेप्रकरणी ("योजना")

स्क्रॅबल एंटरटेनमेंट लिमिटेड, कंपनी कायदा १९५६ च्या तरतुर्दी अंतर्गत स्थापन झालेली कंपनी

कपना कावदा १९५६ च्या तरतुदा अतगत स्थापन ज्ञालका कपना जिचे नोंदणीकृत कार्यालय तिसरा मजला, व्हॅल्युएबल टेक्नो पार्क, प्लॉट क्र. ५३/१, रोड क्र. ७, एमआयडीसी, अंधेरी (पूर्व), मुंबई- ४०००९३ येथे आहे.

सीआयएनः U92190MH2008PLC178456 ... प्रथम याचिकाकर्ती कंपनी प्लेक्सिगो एंटरटेनमेंट प्रायव्हेट लिमिटेड,

प्लेक्सिगो एंटरटेनमेंट प्रायब्हेट लिमिटेड, कंपनी कायदा २०१३ च्या तरतुर्दी अंतर्गत स्थापन झालेली कंपनी जिचे नोंदणीकृत कार्यालय तिसरा मजला, व्हॅल्युएबल टेक्नो पार्क, तिसरा मजला, प्लॉट क्र. ५३/१, रोड क्र. ७, एमआयडीसी, अंधेरी (पूर्व), मुंबई- ४०००९३ येथे आहे.

सीआयएनः U92419MH2020PTC343580 ... द्वितीय याचिकाकर्ती कंपनी विंगलिन मीडिया पायकेट लिमिटेड

कंपनी कायदा २०१३ च्या तरतुर्दीअंतर्गत स्थापन झालेली कंपनी जिचे नोंदणीकृत कार्यालय कार्यालय क्र. ९०२, नववा मजला, आकृती स्टार, सेंट्रल रोड, एमआयडीसी, अंधेरी (पूर्व), मुंबई- ४०००९३ येथे आहे. सीआयएन: U74999MH2017PTC300940

... तृतीय याचिकाकर्ती कंपनी

यूएफओ मूव्हीज इंडिया लिमिटेड,

कंपनी कायदा १९५६ च्या तरतुर्दीअंतर्गत स्थापन झालेली कंपनी जिचे नोंदणीकृत कार्यालय तिसरा मजला व्हॅल्युएबल टेक्नो पार्क, प्लॉट क्र. ५३/१, रोड क्र. ७, एमआयडीसी, अंधेरी (पूर्व), मुंबई- ४०००९३ येथे आहे.

सौआयएनःL22120MH2004PLC285453 ... **चौथी याचिकाकर्ती कंप**नी

(पहिली याचिकाकर्ती कंपनी, द्वितीय याचिकाकर्ती कंपनी, तृतीय याचिकाकर्ती कंपनी आणि चौथी याचिकाकर्ती कंपनी यांना एकत्रितरित्या 'याचिकाकर्त्या कंपन्या' असे संबोधण्यात आले आहे.) <u>याचिकेची सूचना</u>

कंपनी कायदा २०१३ च्या कलम २३० ते २३२ अंतर्गत सदर याचिकाकत्यांनी स्क्रॅबल एंटरटेनमेंट लिमिटेड ("एसईएल" किंवा "हस्तांतरक कंपनी १") आणि प्लेक्सिगो एंटरटेनमेंट प्रायव्हेट लिमिटेड ("पोईपीएल" किंवा "हस्तांतरक कंपनी २") आणि झिंगलीन मिडिया प्रायव्हेट लिमिटेड ("झेंडएमपीएल" किंवा "हस्तांतरक कंपनी ३") आणि स्क्रॅबलएंटरटेनमेंट (मॉिरेशस) लिमिटेड ("एसईएमएल" किंवा "हस्तांतरक कंपनी ४") यांच्या यूएफओ मूल्हीज इंडिया लिमिटेड ("यूएफओ" किंवा "हस्तांतरण कंपनी") आणि त्यांच्या संवंधित समभागधारकांच्या एक अंक्रिक्तरणाच्या योजनेप्रकरणी ("योजना") ०८ नोव्हेंबर २०२३ रोजी याविका सादर केलेली असून ती मा. राष्ट्रीय कंपनी कायदा लवाद, मुंबई यांनी २२ नोव्हेंबर २०२३ रोजी स्वीकारलेली आहे. सदर याचिकते वरील अंतिम सुनावणी कंपनी प्रकरणे हाताळणाऱ्या मा. लक्ष्या कोणीही आपल्या हेतूची सूचना त्यांच्या कंपणार आहे. सदर याचिकलेला पार्टीबा किंवा विरोध दर्शन इच्छिणाऱ्या कोणीही आपल्या हेतूची सूचना त्यांच्या किंवा त्यांच्या विकलंच्या वाक्सलंच्या वाक्सलंच्या वाक्सलंच्या वाक्सलंच्या वाक्सलंच्या वाक्सलंच्या वाक्सलंच्या त्यांचिकाकत्यांच्या विकलंकडे याचिक वरील अंतिन सुनावणीसाठी निर्धित केलेल्या तारखंच्या दोन दिवस आधीपेक्षा विलंबाने नाही अशा प्रकार विरोधाची कारणे किंवा प्रतिज्ञापत्राची प्रत अशा सूचनेसोबत जोडून पाठवावी. याचिकचेची प्रत त्यांची आवश्यकता असलेल्या कोणल्याही व्यवतील अशा सूचनेसोबत जोडून पाठवावी. याचिकचेची प्रत त्यांची आवश्यकता असलेल्या कोणल्याही व्यवतील

डिसेंबर २०२३ च्या ६ व्या दिवशी दिनांकित. राजेश शहा आणि कंपनीसाठी याचिकाकर्त्यांचे वकील. १६, ओरिएंटलबिर्ल्डिंग, ३० नगीनदास मास्टर रोड,

फ्लोरा फाऊंटन, फोर्ट, मुंबई, ४००००१.

याचिकाकर्त्याच्या विकलांकडून त्यासाठी आवश्यक असलेले मूल्य आकारून दिली जाईल.

यााचकाकत्याच व

राजेश शहा आणि कंपनीसाठी

PRUDENTIAL MUTUAL FUND

ICICI Prudential Asset Management Company Limited

Corporate Identity Number: U99999DL1993PLC054135

Registered Office: 12th Floor, Narain Manzil, 23, Barakhamba Road, New Delhi - 110 001.

Corporate Office: ONE BKC, A - Wing, 13th Floor, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051; Tel.: +91 22 2652 5000, Fax: +91 22 2652 8100, Website: www.icicipruamc.com, Email id: enquiry@icicipruamc.com

Central Service Office: 2nd Floor, Block B-2, Nirlon Knowledge Park, Western Express Highway, Goregaon (E), Mumbai - 400 063. Tel.: 022 2685 2000 Fax: 022 26868313

Notice-cum-Addendum to the Scheme Information Document (SID) and Key

• Several factors the

NOTICE IS HEREBY GIVEN THAT ICICI Prudential Trust Limited (the Trustee), has approved change in fundamental attributes of the Scheme with effect from closure of business hours as on January 22, 2024 ("Effective Date").

Information Memorandum (KIM) of ICICI Prudential Multi-Asset Fund (the Scheme)

Scheme Name	Scheme Code
ICICI Prudential Multi-Asset Fund	ICIC/O/H/MAA/02/09/0018

Securities and Exchange Board of India has communicated its no-objection for the change in fundamental attributes of the Scheme vide its communication dated November 30, 2023.

The Unit Holders are requested to take note of the below rationale for the proposed changes:

A. Rationale for change in scheme

Particulars

In order to further diversify the assets available under the Scheme for investments, the AMC proposes to include investments in units of Silver ETFs in addition to the existing asset classes.

Investment in Silver ETFs can act as a good portfolio diversification opportunity. Silver has a diverse array of applications. Demand for silver is surging, due to its combined appeal as a tangible asset and its various industrial uses. Silver can also act as a potential hedge against inflation.

In view of the above, the relevant changes shall be carried out in the Scheme with respect to investing in the units of Silver ETF.

Proposed Scheme Features

B. The proposed changes with respect to change in the asset allocation and consequent changes in the type of Scheme, investment strategies and risk factors are as follows:

Existing Scheme Features

Type of scheme	in Equity, Debt and Exchange Traded Commodity Derivatives/ units of Gold ETFs /units of REITs & InvITs/Preference shares.			i - u	An open ended scheme investin in Equity, Debt and Exchang Traded Commodity Derivatives units of Gold ETFs/units of Silve ETFs/units of REITs & InvITs Preference shares.			
Asset Allocation Pattern	Instruments	Alloc (% of	Indicative Allocation (% of total Assets)		Instruments	Indicative Allocation (% of total Assets)		
		Maxi- mum	Mini- mum			Maxi- mum	Mini- mum	
	Equity & Equity related instruments	80	65		Equity & Equity related instruments	80	65	
	Debt and Money Market Instruments including Units of Debt oriented mutual fund schemes	35	10		Debt and Money Market Instruments including Units of Debt oriented mutual fund schemes	35	10	
	Units of Gold ETFs / Exchange Traded Commodity Derivatives	30	10		Units of Gold ETFs / Units of Silver ETFs / Exchange Traded Commodity	30	10	
	Preference Shares	10	0		Derivatives Preference	10	0	
	Units issued by REITs and InvITs	10	0	0	Shares Units issued	10	U	
					by REITs and InvITs	10	0	
Investment Strategy	The Scheme pracross asset cla	asses, in	line with	(The Scheme pracross asset cla	asses, in	line with	

In addition to the above changes, the following risk factors associated with investing in Silver ETF shall also form a part of the Scheme Specific Risk Factors in the SID:

InvITs/ Preference shares.

in the SID, with the aim of in the SID, with the aim of

generating capital appreciation generating capital appreciation

and income for investors. With and income for investors.

this aim, the Investment Manager | With this aim, the Investment

will allocate the assets of the Manager will allocate the assets

Scheme predominantly in Equity of the Scheme predominantly

and equity related instruments, in Equity and equity related

and remaining portion of the instruments, and remaining

corpus in Debt, units of Gold portion of the corpus in Debt,

ETFs/ /ETCDs/ units of REITs & units of Gold ETFs/Units of Silver

ETFs/ETCDs/ units of REITs &

InvITs/ Preference shares.

The value of the Units relates directly to the value of the silver held by the Silver ETF and fluctuations in the price of silver could adversely affect investment value of the Units. The factors that may affect the price of silver, inter alia, include demand & supply, economic and political developments, changes in interest rates and perceived trends in bullion prices, exchange rates, inflation trends, market movements, movement/trade of silver that may be imposed by RBI, trade and restrictions on import/export of silver or silver jewellery, etc. Hence the investor may also lose money due to fluctuation in the prices of the silver. Silver Exchange Traded Funds are relatively new product and their value could decrease if unanticipated operational or trading problems arise.

- An investment in the Scheme may be adversely affected by competition from other methods of investing in Silver.
- The Trustee, in the general interest of the unit holders of the Scheme offered under this Scheme Information Document and keeping in view of the unforeseen circumstances/unusual market conditions, may limit the total number of Units which can be redeemed on any Business Day.
- For the valuation of units, indirect taxes like customs duty, VAT etc. would also be considered. Hence, any change in the rates of indirect taxation would affect the valuation of units of the Scheme.
- Physical Silver: There is a risk that part or all of Silver held by the Silver ETF could be lost, damaged or stolen. Access to the silver could also be restricted by natural events or human actions. Any of these actions may have adverse impact on the operations of the Scheme and consequently on investment redemption in Units.

- Several factors that may affect the price of silver are as follows:
 - Global Silver supplies and demand, which is influenced by factors such as forward selling by Silver producers, purchases made by Silver producers to unwind Silver hedge positions, government regulations, productions and cost levels in major Silver producing countries.
 - Investors' expectations with respect to the macro-economic indicators;
 - Currency exchange rates;
 - Interest rates:
 - Investment and trading activities of hedge funds and commodity funds; and
 - Global or regional political, economic or financial events and situations.
 - In addition, investors should be aware that there is no assurance that Silver will maintain its long-term value. In the event that the price of Silver declines, the value of investment in units is expected to decline proportionately.
 - Changes in indirect taxes like custom duties for import, sales tax, VAT or any other levies will have an impact on the valuation of Silver and consequently the NAV of the Scheme.
 - Demand side and/or supply side constraints in domestic and/or international markets.

Provisions related to Change in Fundamental Attributes

In accordance with Regulation 18(15A) of the SEBI (Mutual Funds) Regulations, 1996 the existing unit holders (i.e. whose names appear in the register of unitholders as on close of business hours on December 8, 2023) under the Scheme are hereby given an option to exit, i.e. either redeem their investments or switch their investments to any other scheme of ICICI Prudential Mutual Fund, within 33 days (at least 30 days) exit period starting from December 21, 2023 till January 22, 2024 (both days inclusive and up to 3.00 pm on January 22, 2024) at Applicable NAV, without payment of any exit load. The Exit Option can be exercised during the Exit Option Period by submitting a valid redemption / switch request at any Official Point of Acceptance of the Fund. For list of Official Points of Acceptance, please visit our website. A separate written communication is being sent to the existing Unit holders in this regard. In case any existing Unit holder has not received an Exit Option Letter, they are advised to contact any of our Investor Service Centres. Unitholders who do not exercise the exit option by 3.00 pm on January 22, 2024 would be deemed to have consented to the proposed modification. It may also be noted that no action is required in case Unitholders are in agreement with the aforesaid changes, which shall be deemed as consent being given by them for the proposed changes. Kindly note that an offer to exit is merely optional and is not compulsory.

All the valid applications for redemptions/switch received under the Scheme shall be processed at Applicable NAV of the day of receipt of such redemption / switch request, without payment of any exit load, provided the same is received during the exit period mentioned above. Unitholders who have pledged or encumbered their units will not have the option to exit unless they procure a release of their pledges / encumbrances prior to the submission of redemption / switch requests. Unitholders should ensure that their change in address or bank details are updated in records of ICICI Prudential Mutual Fund as required by them, prior to exercising the exit option for redemption of units. In case units have been frozen / locked pursuant to an order of a government authority or a court, such exit option can be executed only after the freeze / lock order is vacated / revoked within the period specified above. Redemption / switch of units from the scheme, during the exit period, may entail capital gain/loss in the hands of the unitholder. Equity Scheme(s) will also attract Securities Transaction Tax (STT) at applicable rates. Similarly, in case of NRI investors, TDS shall be deducted in accordance with the applicable Tax laws, upon exercise of exit option and the same would be required to be borne by such investor only. In view of individual nature of tax implications, unitholders are advised to consult their tax advisors.

Details with respect to redemption proceeds:

A. Applicable NAV for redemption and switch outs:

In respect of valid applications received upto the cut-off time (cut off timing for subscriptions/ redemptions/ switches: 3.00 p.m.) by the Mutual Fund, same day's closing NAV shall be applicable. In respect of valid applications received after the cut off time by the Mutual Fund, the closing NAV of the next business day shall be applicable.

B. Payment of redemption/repurchase proceeds:

All redemption requests received prior to the cut-off time on any Business Day at the Official Points of Acceptance of Transactions will be considered accepted on that Business Day, subject to the redemption requests being complete in all respects, and will be priced on the basis of Redemption Price for that day. Requests received after the cut-off time will be treated as though they were accepted on the next Business Day. The Scheme shall dispatch redemption proceeds within 3 working days of receiving the redemption request subject to exceptional situations and additional timelines for redemption payments provided by AMFI vide its letter no. AMFI/ 35P/ MEM-COR/74/2022-23 dated January 16, 2023.

In the event of failure to dispatch the redemption or repurchase proceeds within regulatory timelines, the AMC is liable to pay interest to the Unit holders @ 15% p.a. SEBI has further advised the mutual funds that in the event of payment of interest to the Unit holders, such Unit holders should be informed about the rate and the amount of interest paid to them.

C. Applicable Taxation:

Redemption / switch of units from the scheme, during the exit period, may entail capital gain/loss in the hands of the unitholder. Equity Scheme(s) will also attract Securities Transaction Tax (STT) at applicable rates. Similarly, in case of NRI investors, TDS shall be deducted in accordance with the applicable Tax laws, upon exercise of exit option and the same would be required to be borne by such investor only. In view of individual nature of tax implications, unitholders are advised to consult their tax advisors. For details pertaining to "Taxation and Stamp Duty" Applicable investors are requested to refer to SID of the Scheme.

The updated SID & KIM of the scheme containing the revised provisions shall be made available with our Investor Service Centres and also displayed on the website immediately after completion of duration of exit option. We hope that you will provide us your support; in case of any queries you can reach our call centre on 18002006666/1800222999.

We assure you that these changes are in line with our best endeavors to serve you better.

All other features and terms and conditions of the Scheme shall remain unchanged.

This Notice-cum-Addendum forms an integral part of the SID/KIM issued for the Scheme, read with the addendums issued from time to time.

For ICICI Prudential Asset Management Company Limited

Place: Mumbai Sd/Date: December 6, 2023 Authorised Signatory

No. 004/12/2023

To know more, call 1800 222 999/1800 200 6666 or visit <u>www.icicipruamc.com</u>

Investors are requested to periodically review and update their KYC details along with their mobile number and email id.

To increase awareness about Mutual Funds, we regularly conduct Investor Awareness Programs across the country. To know more about it, please visit https://www.icicipruamc.com or visit AMFI's website https://www.amfiindia.com

Mutual Fund investments are subject to market risks, read all scheme related documents carefully.

SCHEME OF AMALGAMATION

OF

SCRABBLE ENTERTAINMENT LIMITED

("the Transferor Company 1" or "SEL")

AND

PLEXIGO ENTERTAINMENT PRIVATE LIMITED

("the Transferor Company 2" or "PEPL")

AND

ZINGLIN MEDIA PRIVATE LIMITED

("the Transferor Company 3" or "ZMPL")

AND

SCRABBLE ENTERTAINMENT (MAURITIUS) LIMITED

("the Transferor Company 4" or "SEML")

WITH

UFO MOVIEZ INDIA LIMITED

("the Transferee Company" or "UFO")

AND

THEIR RESPECTIVE SHAREHOLDERS

(UNDER SECTIONS 230 TO 232 READ WITH SECTION 234 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND SECTIONS 261
TO 264 AND OTHER APPLICABLE PROVISIONS OF THE MAURITIUS
COMPANIES ACT, 2001)

(A) PREAMBLE

This Scheme is presented pursuant to the provisions of Sections 230 to 232 read with section 234 and other relevant provisions of the Companies Act, 2013, as may be applicable, and Sections 261 to 264 and other applicable provisions of the Mauritius Companies Act, 2001 and also read with Section 2(1B) and other relevant provisions of

the Income Tax Act, 1961 as applicable for merger of Scrabble Entertainment Limited ("SEL" or "Transferor Company 1") and Plexigo Entertainment Private Limited ("PEPL" or "Transferor Company 2") and Zinglin Media Private Limited ("ZMPL" or "Transferor Company 3") and Scrabble Entertainment (Mauritius) Limited ("SEML" or "Transferor Company 4") (together known as "Transferor Companies") with UFO Moviez India Limited ("UFO" or "Transferee Company") and their respective shareholders.

(B) <u>DESCRIPTION OF COMPANIES</u>

- 1. SEL is a company incorporated under the provisions of Companies Act, 1956 having its registered office at 3rd Floor, Valuable Techno Park, Plot No. 53/1, Road No. 7, MIDC, Andheri (East), Mumbai 400093. SEL is engaged in providing Digital Cinema Initiative (DCI) technology-based end to end Digital Cinema Solutions. SEL is a wholly owned subsidiary of the Transferee Company.
- 2. PEPL is a company incorporated under the provisions of Companies Act, 2013 having its registered office at Valuable Techno Park, 3rd Floor, Plot No. 53/1, Road No. 7, MIDC, Andheri (East), Mumbai 400093. PEPL is engaged in the business of technology support services in relation to digital entertainment, Pay-Per View Movies and Live Events Streaming and OTT Discovery for Movies and web services, Video on-demand streaming Service, recommendation service and guide. PEPL is a wholly owned subsidiary of the Transferee Company.
- 3. ZMPL is a company incorporated under the provisions of Companies Act, 2013 having its registered office at Office No. 902, 9th Floor, Ackruti Star, Central Road, MIDC, Andheri (East), Mumbai 400093. ZMPL is engaged in the business of technology support services in relation to digital entertainment & media. ZMPL is a wholly owned subsidiary of the Transferee Company.
- 4. SEML is a private company limited by shares incorporated under the provisions of Companies Act, 2001 of the Republic of Mauritius having its registered office at 6th floor, tower A, 1 Cyber city, Ebene, Mauritius. SEML is an investment holding company holding investment in Scrabble Entertainment DMCC which conducts digital cinema deployment business in middle east region. SEML is a wholly owned subsidiary of SEL.

5. UFO is a listed public company whose equity shares are listed on BSE Limited and National Stock Exchange of India Limited. UFO is incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at Valuable Techno Park, Plot No. 53/1, Road No. 7, MIDC, Marol, Andheri (East), Mumbai – 400093. UFO is India's largest in-cinema advertising platform and is the first one, to enable cinema digitization with satellite technology in India. It is the end-to-end service provider for all DCI and non-DCI related cinema solutions.

(C) <u>RATIONALE</u>

The Proposed Scheme of Amalgamation would inter alia have the following benefits:

- (a) The Transferor Companies are wholly owned subsidiaries (direct / step down) of the Transferee Company.
- (b) The Transferor Company 1 was primarily focused on deployment of DCI technology compliant Digital Cinema Systems in premium cinema screens across India including Hollywood studios. This enabled the Transferor Company 1 to receive payment of virtual print fees (VPF) under certain arrangements. The Transferor Company 1 has completed its contractual period of receiving VPF and some of these screens were transferred to the exhibitors as per the arrangement. The business operations of balance screens of the Transferor Company 1 are similar to the operations of the Transferee Company and the proposed merger will fetch synergetic benefits once the theater networks of the Transferor Company 1 and the Transferee Company are merged and consolidated under one roof.
- (c) The Transferor Company 2 and the Transferor Company 3 are not of a significant size and therefore consolidation with the Transferee Company will result into decrease in the administration costs associated with day-to-day operations. Further, merger of Transferor Company 4, being an investment holding company, would result into simplification of corporate structure.

- (d) The amalgamation of the Transferor Companies with the Transferee Company will lead to better business synergies, improved overall operational efficiencies and cost savings.
- (e) The amalgamation will also result in reduction in legal and regulatory compliances that are currently carried out by multiple entities.
- (f) The proposed amalgamation will reduce number of legal entities.
- (g) The proposed amalgamation will reduce managerial overlaps, which are necessarily involved in running multiple entities.

(D) OVERVIEW OF THIS SCHEME:

This Scheme is divided into the following parts:

- PART I Definitions and Share Capital;
- PART II Amalgamation of the Transferor Company 1, the Transferor Company 2 and the Transferor Company 3 with the Transferee Company;
- PART III Amalgamation of the Transferor Company 4 with the Transferee Company; and
- **PART IV** General Terms and Conditions.

PART I

DEFINITIONS AND SHARE CAPITAL

1 **DEFINITIONS**

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

1.1 "Act" or "the Act" means the Companies Act, 2013 and any rules, regulations, circulars or guidelines issued thereunder and shall, if the context so requires and as may be applicable, mean Companies Act, 1956 and any rules, regulations, circulars or guidelines issued thereunder, as amended from time to time and shall include any statutory amendment(s), modification(s) or re-enactment(s) thereof;

- 1.2 "Applicable Law" means any applicable statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority, including any statutory amendment(s), modification(s) or re-enactment(s) thereof for the time being in force;
- 1.3 **"Appointed Date"** means April 1, 2023, or any other date as may be approved by the Appropriate Authority;
- "Appropriate Authority" means any applicable central, state or local government, legislative body, regulatory, administrative or statutory authority, or judicial body or authority, including, but not limited, to Securities and Exchange Board of India (SEBI), Stock Exchanges, Registrar of Companies, Regional Director and National Company Law Tribunal (NCLT), Reserve Bank of India (RBI), courts of Mauritius and relevant competent authorities in relation to Mauritius;
- 1.5 "Board" or "Board of Directors" means the Board of Directors of SEL, PMPL, ZMPL, SEML and / or UFO, as the context may require and include any Committee of the Board (if any) constituted for the implementation of this Scheme;
- 1.6 "Effective Date" means the last of the dates on which the conditions specified in Clause 28 of the Scheme are fulfilled with respect to a particular part of the Scheme;
 References in this Scheme to the words "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective Date;
- 1.7 "INR" means Indian Rupee, the lawful currency of the Republic of India;
- 1.8 "Mauritius Companies Act / Mauritius Law" means the Companies Act, 2001 of Mauritius or any statutory modification or re-enactment thereof for the time being in force;

- 1.9 "NCLT" means the National Company Law Tribunal as constituted and authorized as per the provisions of the Act;
- 1.10 "Relevant Jurisdiction" means the territories of the Republic of India and Mauritius;
- 1.11 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form submitted to the NCLT or any Appropriate Authority in the Relevant Jurisdiction for its sanction with or without any modification(s) / amendment(s) as may be directed by the NCLT or any Appropriate Authority in the Relevant Jurisdiction;
- 1.12 "Supreme Court" means the Bankruptcy division of the Supreme Court of Mauritius;
- 1.13 "Transferee Company" or "UFO" means UFO Moviez India Limited, a public company limited by shares incorporated under the provisions Indian Companies Act, 1956 under Corporate Identity No. L22120MH2004PLC285453 and having its Registered Office at Valuable Techno Park, Plot No. 53/1, Road No.7, MIDC, Marol, Andheri (East), Mumbai 400093;
- 1.14 "Transferor Company 1" or "SEL" means Scrabble Entertainment Limited, a company, limited by shares, incorporated under the provisions of the Companies Act, 1956 and validly existing under Companies Act, 2013, under Corporate Identity No. U92190MH2008PLC178456 and having its Registered Office at 3rd Floor, Valuable Techno Park, Plot No. 53/1, Road No. 7, MIDC, Andheri (East), Mumbai 400093;
- 1.15 "Transferor Company 2" or "PEPL" means Plexigo Entertainment Private Limited, a company, limited by shares, incorporated under the provisions of the Companies Act, 2013 under Corporate Identity No. U92419MH2020PTC343580 and having its Registered Office at Valuable Techno Park, 3rd Floor, Plot No. 53/1, Road No. 7, MIDC, Andheri (East), Mumbai 400093;
 - 1.16 "Transferor Company 3" or "ZMPL" means Zinglin Media Private Limited, a

company, limited by shares, incorporated under the provisions of the Companies Act, 2013 under Corporate Identity No. U74999MH2017PTC300940 and having its Registered Office at Office No. 902, 9th Floor, Ackruti Star, Central Road, MIDC, Andheri (East), Mumbai - 400093;

- 1.17 "Transferor Company 4" or "SEML" means Scrabble Entertainment (Mauritius) Limited, a company, limited by shares, incorporated under the provisions of the Mauritius Companies Act, 2001 and having its Registered Office at 6th floor, tower A, 1 Cyber city, Ebene, Mauritius;
- 1.18 "USD" means dollars of the United States of America, the lawful currency of the United States of America;

2 INTERPRETATION

- 2.1 In addition to the above terms, certain terms may be defined elsewhere in this Scheme and wherever such terms are used in this Scheme, they shall have the meaning so assigned to them.
- 2.2 The terms referred to in this Scheme shall, unless defined otherwise in this Scheme or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation.
- 2.3 All references in this Scheme to statutory provisions shall be construed as meaning and including references to:
 - a) any statutory modification, consolidation or re-enactment made after the date of approval of this Scheme by the Boards of SEL, PEPL, ZMPL, SEML and UFO and for the time being in force;
 - b) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - c) all statutory instruments or orders made pursuant to a statutory provision; and
 - d) any statutory provisions of which these statutory provisions are a consolidation, reenactment or modification.

In this Scheme, unless the context otherwise requires:

- (i) the words "including", "include" or "includes" shall be interpreted in a manner as though the words "without limitation" immediately followed the same;
- (ii) any document or agreement includes a reference to that document or agreement as varied, amended, supplemented, substituted, novated or assigned, from time to time, in accordance with the provisions of such a document or agreement;
- (iii) the words "other", "or otherwise" and "whatsoever" shall not be construed *ejusdem* generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (iv) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of the relevant provisions of this Scheme;
- (v) the term "Clause" or "Sub-Clause" refers to the specified clause of this Scheme, as the case may be;
- (vi) reference to any legislation, statute, regulation, rule, notification or any other provision of law means and includes references to such legal provisions as amended, supplemented or re-enacted from time to time, and any reference to legislation or statute includes any subordinate legislation made from time to time under such a legislation or statute and regulations, rules, notifications or circulars issued under such a legislation or statute;
- (vii) Words in the singular shall include the plural and vice versa.

3 SHARE CAPITAL

3.1 The authorized, issued, subscribed and paid-up share capital of SEL as on date of Board approval to the Scheme i.e. July 6, 2023 is as under:

Particulars	Amount in INR
Authorized	
10,00,000 equity shares of Rs. 10/- each	1,00,00,000
1,04,300 6% Optionally Convertible Redeemable Preference	11,99,45,000
Shares (OCRPS) of Rs.1,150/- each	

Particulars	Amount in INR
Total	12,99,45,000
Issued, Subscribed and Paid-up	
7,68,387 equity shares of Rs. 10/- each fully paid up	76,83,870
Total	76,83,870

The entire issued, subscribed and paid-up share capital of SEL is held by UFO.

3.2 The authorized, issued, subscribed and paid-up share capital of PEPL as on date of Board approval to the Scheme i.e. July 6, 2023 is as under:

Particulars	Amount in INR
Authorized	
5,10,000 equity shares of Rs. 10/- each	51,00,000
22,500 4% Non-Cumulative Optionally Convertible	225,00,000
Redeemable Preference Shares (NCOCRPS) of Rs.1,000/- each	
Total	2,76,00,000
Issued, Subscribed and Paid-up	
5,10,000 equity shares of Rs. 10/- each	51,00,000
22,500 4% Non-Cumulative Optionally Convertible	225,00,000
Redeemable Preference Shares (NCOCRPS) of Rs.1,000/- each	
Total	2,76,00,000

The entire issued, subscribed and paid-up share capital of PEPL is held by UFO.

3.3 The authorized, issued, subscribed and paid-up share capital of ZMPL as on date of Board approval to the Scheme i.e. July 6, 2023 is as under:

Particulars	Amount in INR
Authorized	
5,10,000 equity shares of Rs. 10/- each	51,00,000
46,000 4% Non-Cumulative Optionally Convertible	4,60,00,000

Particulars	Amount in INR
Redeemable Preference Shares (NCOCRPS) of Rs.1,000/- each	
Total	5,11,00,000
Issued, Subscribed and Paid-up	
5,10,000 equity shares of Rs. 10/- each	51,00,000
35,991 4% Non-Cumulative Optionally Convertible Redeemable Preference Shares (NCOCRPS) of Rs.1,000/- each	359,91,000
Total	4,10,91,000

The entire issued, subscribed and paid-up share capital of ZMPL is held by UFO.

3.4 The issued, subscribed and paid-up share capital of SEML as on date of Board approval to the Scheme i.e. June 6, 2023 is as under:

Particulars	Amount in USD
Issued, Subscribed and Paid-up	
750,001 ordinary shares of US\$ 1 each	750,001
Total	750,001

The entire issued, subscribed and paid-up share capital of SEML is presently held by SEL.

3.5 The authorized, issued, subscribed and paid-up share capital of UFO as on date of Board approval to the Scheme i.e. July 6, 2023 is as under:

Particulars	Amount in INR
Authorized	
5,30,50,000 equity shares of Rs. 10/- each	53,05,00,000
15,65,000 preference shares of Rs. 1,000/- each	1,56,50,00,000
Total	2,09,55,00,000
Issued, Subscribed and Paid-up	

Particulars	Amount in INR
3,83,32,349 equity shares of Rs. 10/- each fully paid up	38,33,23,490
Total	38,33,23,490

4 DATE OF TAKING EFFECT AND OPERATIVE DATE

Each section of the Scheme set out herein in its present form or with any modification (s) shall, unless otherwise specified, be effective from the Appointed Date but operative from the Effective Date.

PART II

5 <u>AMALGAMATION OF THE TRANSFEROR COMPANY 1, TRANSFEROR</u> <u>COMPANY 2 AND TRANSFEROR COMPANY 3 WITH THE TRANSFEREE</u> <u>COMPANY</u>

- 5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the the entire business and whole of the undertaking(s) of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 (including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature including investments, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives, development of rights, if any, and all other rights, title, interest, contracts, consents, approvals or powers of every kind, nature and descriptions whatsoever) and all nature of liabilities shall, under the provisions of Sections 230 to 232 read with section 234 of the Act and pursuant to the orders of the Tribunal or any other competent authority or any other appropriate authority under the applicable provisions of the Act, as may be applicable, and without further act, instrument or deed, be and stand transferred to and / or vested in or be deemed to have been and stand transferred to or vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the Undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.
- 5.2 The amalgamation of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 with the Transferee Company will combine the business, activities and

operations of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 and the Transferee Company into a single company with effect from the Appointed Date and shall be in compliance with the provisions of the Income Tax Act, 1961, including Section 2(1B) thereof or any amendment(s) thereto. If any term of provision of this Scheme is found or interpreted to be inconsistent with the said provisions at a current date or later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said sections of the Income-tax Act, 1961 shall prevail and this Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income-tax, 1961. Such modification will however not affect the other parts of the Scheme.

- 5.3 Without prejudice to the generality of Clause 5.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:
 - a. In respect of such assets owned and belonging to the Transferor Company 1, Transferor Company 2 and Transferor Company 3 as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company 1, Transferor Company 2 and Transferor Company 3, and shall become the property of the Transferee Company in pursuance of the provisions of Sections 230 to 232 read with section 234 and other applicable provisions of the Act.
 - b. In respect of movables other than those dealt with in Clause 5.3 (a) above including without any further act, instrument or deed of the Transferor Company 1, Transferor Company 2 and Transferor Company 3, the sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositee, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).

- 5.4 Without prejudice to the generality of Clause 5.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:
 - All the liabilities including all secured and unsecured debts, liabilities including contingent a. liabilities, leases, sundry creditors, duties, obligations and undertakings of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations shall, under the provisions of Sections 230 to 232 read with section 234 of the Act and pursuant to the orders of the Tribunal or any other competent authority or any other appropriate authority under the applicable provisions of the Act, as may be applicable, and without further act, instrument or deed, be and the same shall stand transferred to and vested in or deemed to have been transferred to and vested in the Transferee Company without any further act, instrument or deed, along with any charge, lien, encumbrance or security thereon, and the same shall be assumed to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date, 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 the contract or arrangements by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Scheme. Provided that, any reference in the security documents or arrangements entered into by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 and under which, the assets of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that Undertaking of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 only as are vested in the Transferee Company by virtue of the Scheme.
- 5.5 Transferor Company 1, Transferor Company 2 and Transferor Company 3 may be entitled to various benefits under incentive schemes and policies under various laws, regulations and notifications. Pursuant to this Scheme it is declared that the benefits under all of such schemes and policies shall be transferred to and vest in the Transferee Company and all benefits, entitlements and incentives of any nature whatsoever including tax concessions

(not limited to income tax, tax deducted at source, tax holiday, special economic zone related benefits, tax losses, fringe benefit tax, sales tax, value added tax, turnover tax, excise duty, service tax, customs, goods and service tax, Minimum Alternate Tax Credit entitlement ("MAT Credit") whether recognized or not, unutilized deposits or credits, benefits under the VAT/Sales Tax Law, VAT/Sales Tax set off, benefits of any unutilized MODVAT/CENVAT/Service Tax credits, input credit balances (including SGST, CGST and IGST credits) under the Goods and Service Tax laws etc. and others) and incentives shall be claimed by the Transferee Company and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all benefits under such incentive scheme and policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under the incentive schemes and policies were made available to the Transferor Company 1, Transferor Company 2 and Transferor Company 3. Further, easements, privileges, liberties and advantages of whatsoever nature and wheresoever 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 Transferor Company 1, Transferor Company 2 and Transferor Company 3 or in connection with or relating to the Transferor Company 1, Transferor Company 2 and Transferor Company 3 and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company 1, Transferor Company 2, and Transferor Company 3, whether in India or abroad shall stand transferred and vested with the Transferee Company.

Upon the coming into effect of this Scheme, all agreements, rights, contracts (including customer contracts), entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trademarks, designs, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), the benefit of all brands, copyrights, trademarks, statutory and regulatory permissions, environmental approvals and consents, goods and service tax registrations, or other licenses and consents, benefits of

- any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company 1, Transferor Company 2 and Transferor Company 3 shall stand transferred and vested with the Transferee Company.
- 5.7 Upon the coming into effect of this Scheme, all intellectual property rights, records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the Transferor Company 1, Transferor Company 2 and Transferor Company 3 shall stand transferred and vested with the Transferee Company.
- 1, Transferor Company 2 and Transferor Company 3 whether or not so recorded in the books of account of the Transferor Company 1, Transferor Company 2 and Transferor Company 2 and Transferor Company 3 from any Governmental Authority, under any law, act or rule in force, as refund of any security deposits, tax, duty, cess or of any excess payment shall stand transferred and vested with the Transferee Company.
- 5.9 Upon the coming into effect of this Scheme, the right to any claim not preferred or made by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 in respect of any refund of tax, duty, cess, security deposit or other charge, including any erroneous or excess payment thereof made by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 and any interest thereon, with regard to any law, act or rule or scheme made by the Governmental Authority, and in respect of set-off, carry forward of un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or any other or like benefits under the said acts or under and in accordance with any law or act, shall stand transferred and vested with the Transferee Company.

6 CONSIDERATION

6.1 The entire issued, subscribed and paid-up equity share capital of the Transferor Company 1, Transferor Company 2 and Transferee Company 3 is held by the Transferee Company and its nominee(s). Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the holding of equity in the Transferor

Company 1, Transferor Company 2 and Transferor Company 3 and the entire share capital of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 shall stand cancelled.

7 ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

- 7.1 Upon the Scheme coming into effect and with effect from Appointed Date, since the transaction involves entities which are ultimately controlled by the same party before and after the transaction, the Transferee Company shall account for in its books of account in accordance with "Pooling of interest method" laid down by Appendix C of Ind AS 103 (Business Combination under common control) notified under the provisions of the Act.
- 7.2 All the assets and liabilities recorded in the books of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at the respective book values as appearing in the books of the Transferor Company 1, Transferor Company 2 and Transferor Company 3
- 7.3 Inter-company balances /investment, if any, will stand cancelled.
- 7.4 All the reserves of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 under different heads shall become the corresponding reserves of the Transferee Company.
- 7.5 The difference, if any, between the carrying value of investment in the equity shares of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 in the books of the Transferee Company and the amount of equity share capital of the Transferor Company 1, the Transferor Company 2 and the Transferor Company 3, being excess / deficit, arising pursuant to the Scheme shall be accounted as capital reserve account/ amalgamation adjustment deficit account, as the case may be, based on the accounting principle prescribed under Appendix C of the Ind AS-103.
- 7.6 Accounting policies and period of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 will be harmonized with that of the Transferee Company following

the amalgamation.

8 STAFF EMPLOYEES & WORKMEN

- 8.1 Upon the coming into effect of this Scheme, all the employees of the Transferor Company
 1, Transferor Company 2 and Transferor Company 3 shall become the employees of the
 Transferee Company without any break or interruption of service and with the benefit of
 continuity of service on terms and conditions which are not less favourable than the terms
 and conditions as were applicable.
- 8.2 The Transferee Company agrees that the service of all employees engaged in Transferor Company 1, Transferor Company 2 and Transferor Company 3 immediately prior to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in the Transferor Company 1, Transferor Company 2 and Transferor Company 3 immediately prior to the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, gratuity or other terminal benefits, such past service with the Transferor Company 1, Transferor Company 2 and Transferor Company 3, shall also be taken into account and agrees and undertakes to pay the same as and when payable.
- 8.3 Upon the coming into effect of this Scheme, the Transferee Company shall make all the necessary contributions for such transferred employees engaged in or in Transferor Company 1, Transferor Company 2 and Transferor Company 3 and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. The Transferee Company will also file relevant intimations to the statutory authorities concerned who shall take the same on record and substitute the name of the Transferee Company for the Transferor Company 1, Transferor Company 2 and Transferor Company 3.
- In so far as the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 for employees, shall be transferred to the necessary funds, schemes or trusts of the Transferee Company

- and till the time such necessary funds, schemes or trusts are created by the Transferee Company, all contribution shall continue to be made to the existing funds, schemes or trusts of the Transferor Company 1, Transferor Company 2 and Transferor Company 3.
- 8.5 The employees of the Transferor Company 1 once they become the employees of the Transferee Company on the Effective Date, shall continue to stand covered under and as per the terms and conditions of the Employee Stock Option Plans of Transferee Company.
- 8.6 Employee stock options of the Transferee Company granted to the employees of the Transferor Company 1, shall not be prejudicially affected by reason of the Scheme.

9 CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 9.1 The Transferor Company 1, Transferor Company 2 and Transferor Company 3 shall carry on and be deemed to have carried on business and activities and shall stand possessed of all its assets and properties referred to above, in trust for the Transferee Company and shall account for the same to the Transferee Company. The Transferor Company 1, Transferor Company 2 and Transferor Company 3 shall hold the said assets with utmost prudence until the Effective Date.
- 9.2 All profits or income arising or accruing in favour of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 and all taxes paid thereon (including but not limited to advance tax, tax deducted at source, minimum alternate tax credit, Service tax, goods and service tax, taxes withheld / paid in foreign country, value added tax credit, CENVAT credit etc.) or losses / expenses arising or incurred by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 shall, for all purpose, be treated as and deemed to be the profits or income, taxes or losses or expenses, as the case may be, of the Transferee Company.
- 9.3 All assets acquired by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 after the Appointed Date and prior to the Effective Date shall be deemed to have been acquired in trust for and on behalf of the Transferee Company, and shall also stand transferred to and vested in the Transferee Company upon the coming into effect of this Scheme.
- 9.4 Where any of the liabilities and obligations of the Transferor Company 1, Transferor

Company 2 and Transferor Company 3 as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 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 the Transferee Company, and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company, which shall be liable to meet, discharge and satisfy the same.

10 LEGAL PROCEEDINGS

- 10.1 Upon the coming into effect of this Scheme, if any suit, appeal or other proceeding of whatsoever nature by or against the Transferor Company 1, Transferor Company 2 and Transferor Company 3, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 or anything contained in this Scheme, but the said suit, appeal or other legal proceedings shall be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company 1, Transferor Company 2 and Transferor Company 3, if this Scheme had not been made.
- 10.2 On and from the Effective Date, the Transferee Company shall be entitled to initiate or continue all legal proceedings in relation to the Transferor Company 1, Transferor Company 2 and Transferor Company 3 vested with the Transferee Company.

11 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

11.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments,

if any, of whatsoever nature, in relation to the Transferor Company 1, Transferor Company 2 and Transferor Company 3 is a party or to the benefit of which the Transferor Company 1, Transferor Company 2 and Transferor Company 3 may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectively as if, instead of the Transferor Company 1, Transferor Company 2 and Transferor Company 3, the Transferee Company had been a party or beneficiary or obligee thereto.

- 11.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the amalgamation occurs by virtue of this 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 any Applicable Law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Company 1, Transferor Company 2 and Transferor Company 3 is a party as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings and to carry out or perform all formalities or compliances required for the purposes referred to above.
- 11.3 Any statutory and other licenses, registrations, permissions, approvals or consents to carry on the operations whether issued by statutory and other authorities of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory and other authorities concerned in favour of the Transferee Company upon the Scheme becoming effective. The benefit of all such statutory and regulatory permissions, and consents, shall vest in and become available to the Transferee Company pursuant to this Scheme. Since each of the statutory and other licenses, registrations, permissions, approvals or consents shall stand transferred by the order of the NCLT to the Transferee Company, the Transferee Company shall file the relevant intimations for the record of the statutory and other authorities who shall take them on file pursuant to the vesting orders of the NCLT.

12 TREATMENT OF TAXES

- 12.1 All taxes (including income tax, sales tax, service tax, goods and service tax etc.) paid or payable by Transferor Company 1, Transferor Company 2 and Transferor Company 3, before the Appointed Date, shall be on account of Transferor Company 1, Transferor Company 2 and Transferor Company 3, and insofar as it relates to the tax payment (including, without limitation, sales tax, income tax, service tax, goods and service tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.
- 12.2 Without prejudice to the generality of the foregoing on and from the Appointed Date, if any certificate for tax deducted at source or any other tax credit certificate is received in the name of the Transferor Company 1, Transferor Company 2 and Transferor Company 3, it shall be deemed to have been received by and in the name of the Transferee Company which alone shall be entitled to claim credit for such tax deducted or paid.
- 12.3 Upon the coming into effect of this Scheme, Transferor Company 1, Transferor Company 2 and Transferor Company 3 and the Transferee Company are expressly permitted to revise their respective tax returns and related withholding tax certificates, including withholding tax certificates relating to transactions between the Transferor Company 1, Transferor Company 2 and Transferor Company 3 and the Transferee Company, to the extent required and to claim refunds, advance tax and withholding tax credits, and benefit of credit for minimum alternate tax, or any other tax related compliances or filings of forms.
- 12.4 In respect of unutilized input credits of goods and service tax of Transferor Company 1,

 Transferor Company 2 and Transferor Company 3, the same shall be transferred to the

 Transferee Company in accordance with the Applicable Law.

13 SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, continuance of proceedings by or against the Transferee Company, as provided herein, shall not affect any transactions or proceedings already concluded by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by and/or on behalf of Transferor Company 1, Transferor Company 2 and Transferor Company 3 as acts, deeds and things done and executed by and on behalf of the Transferee Company.

14 WINDING UP

On the Scheme becoming effective, the Transferor Company 1, Transferor Company 2 and Transferor Company 3 shall stand dissolved without being wound up and its name shall be struck off from the records of the Registrar of companies.

PART III

AMALGAMATION OF THE TRANSFEROR COMPANY 4 WITH THE TRANSFEREE COMPANY

- Procedure relating to Scrabble Entertainment (Mauritius) Limited under the laws of Mauritius:
- 15.1 Scrabble Entertainment (Mauritius) Limited is a private company duly licensed as a Global Business Company.
- 15.2 In terms of Mauritius laws, Authorised Company can merge with one or more companies incorporated under the laws of the jurisdiction other than Mauritius and where the merger is permitted by the laws of such jurisdiction. Accordingly, the Transferor Company 4 will ensure necessary compliance as may be required under the laws of Mauritius for the merger of the Transferor Company 4 with the Transferee Company including conversion to a private company with an Authorised Company license.
- 15.3 In terms of paragraph 4(2) (a) of the part II of the fourteenth schedule of the Mauritius Companies Act, the Transferor Company 4 is required to comply with the laws of Mauritius and the Transferee Company will have to comply with the laws of India regarding the merger of Transferor Company 4 with the Transferee Company.
- 15.4 In terms of paragraph 4(2) (b) of the part II of the fourteenth schedule of the Mauritius

Companies Act, the Transferee Company being incorporated under the laws of a jurisdiction other than that of Mauritius, must submit the following to the Registrar of Companies in Mauritius ("ROC Mauritius") in relation to the merger of the Transferor Company 4 with the Transferee Company:

- a. An agreement that a service of process may be effected on it in Mauritius in respect of proceedings for the enforcement of any claim, debt, liability or obligation, if any of a constituent company, (being the Transferor Company 4) incorporated under the Mauritius Companies Act or in respect of proceedings for the enforcement of the rights of a dissenting member of the constituent company incorporated under the Mauritius Companies Act against the surviving company (being the Transferee Company) or the Consolidated Company.
- b. An irrevocable appointment of the registered agent of the Transferor Company 4 as its agent to accept the service of process in proceedings referred to in subclause (a) above.
- c. An agreement that the Transferee Company shall promptly pay to the dissenting members, if any, of the constituent company (being the Transferor Company 4) incorporated under the Mauritius Companies Act, the amount if any, to which they are entitled under the Mauritius Companies Act, with respect to the rights of the dissenting members. However, there is no dissenting member since the scheme has been approved by the sole shareholder of the Transferor Company 4 and therefore this provision does not apply; and
- d. A certificate of merger or consolidation issued by the appropriate authority of the foreign jurisdiction (i.e. an order passed by the NCLT approving the Scheme) where it is incorporated.
- 15.5 Based on the above and given that there is no dissenting member of any constituent company (being the Transferor Company 4) incorporated under the Mauritius Companies Act, the Transferee Company will confirm in writing to ROC Mauritius that (a) there is no such dissenting member and (b) Transferee Company shall irrevocably appoint the registered agent (process agent) of the Transferor Company 4, Ocorian Corporate Services (Mauritius) Limited, on behalf of the Transferee Company to accept service of process in

- respect of proceedings for enforcement of any claim, debt, liability or obligation of the Transferor Company 4, if any.
- 15.6 In terms of Paragraph 4(3) of Part II of the Fourteenth Schedule to the Mauritius Companies

 Act, where the surviving company (being UFO) is incorporated under the laws of a

 jurisdiction other than that of Mauritius, the effect of the merger shall be as same in the

 case of a merger under Part XVI of the Mauritius Companies Act except in so far as the

 laws of the other jurisdiction, i.e. the laws of India, otherwise provide.
- 15.7 In terms of Paragraph 4(4) of Part II of the Fourteenth Schedule to the Mauritius Companies

 Act, since the surviving company (being UFO) is incorporated under the laws of a

 jurisdiction other than that of Mauritius, the merger will be effective as provided for by the

 laws of that jurisdiction, i.e. the laws of India.
- 15.8 Scrabble Entertainment (Mauritius) Limited shall be required to file certain documents including those set out in Paragraph 4(2)(b) of Part II of the fourteenth schedule to the Mauritius Companies Act with the Registrar of Companies, Mauritius along with this Scheme and the corporate resolution of UFO or relevant extract thereof and Scrabble Entertainment (Mauritius) Limited will be struck off the register maintained by the ROC Mauritius effective the date of the merger under the laws of India without the need for winding up.

16 TRANSFER AND VESTING OF THE UNDERTAKING

16.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Transferor Company 4 (including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature including investments, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives, development of rights, if any, and all other rights, title, interest, contracts, consents, approvals or powers of every kind, nature and descriptions whatsoever) and all nature of liabilities shall, under the provisions of Sections 230 to 232 read with section 234 of the Act and Sections 261 to 264 (Part XVIII) and Part II of the Fourteenth Schedule of the Mauritius Companies Act 2001, and pursuant to the orders of the Tribunal and the Supreme Court of Mauritius or any Appropriate Authority or other competent authority under the Applicable Laws of the

Republic of India or the Republic of Mauritius, including the provisions of the Act or the Mauritius Companies Act, as may be applicable, and without further act, instrument or deed, be and stand transferred to and / or vested in or be deemed to have been and stand transferred to or vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the Undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

- 16.2 The amalgamation of the Transferor Company 4 and with the Transferee Company will combine the business, activities and operations of the Transferor Company 4 and the Transferee Company into a single company with effect from the Appointed Date and shall be in compliance with the provisions of the Income Tax Act, 1961, including Section 2(1B) thereof or any amendment(s) thereto. If any term of provision of this Scheme is found or interpreted to be inconsistent with the said provisions at a current date or later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said sections of the Income-tax Act, 1961 shall prevail and this Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income-tax, 1961. Such modification will however not affect the other parts of the Scheme.
- 16.3 All taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax credits, dividend distribution tax, securities transaction tax, taxes withheld/paid in foreign country, sales tax, value added tax, service tax etc.) payable by or refundable to Transferor Company 4 with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, etc.as the case may be, of Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, etc., as would have been available to Transferee Company 4, shall pursuant to this Scheme becoming effective, be available to Transferee Company.
- 16.4 Upon the coming into effect of this Scheme, all agreements, rights, contracts (including customer contracts), entitlements, licenses, permits, permissions, incentives, approvals,

registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trademarks, designs, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), the benefit of all brands, copyrights, trademarks, statutory and regulatory permissions, environmental approvals and consents, goods and service tax registrations, or other licenses and consents, benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company 4 shall stand transferred and vested with the Transferee Company.

- 16.5 Upon the coming into effect of this Scheme, all intellectual property rights, records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the Transferor Company 4 shall stand transferred and vested with the Transferee Company.
- 16.6 Upon the coming into effect of this Scheme, amounts claimed by the Transferor Company 4 whether or not so recorded in the books of account of the Transferor Company 4 from any Governmental Authority, under any law, act or rule in force, as refund of any security deposits, tax, duty, levy or of any excess payment shall stand transferred and vested with the Transferee Company.
- 16.7 Upon the coming into effect of this Scheme, right to any claim not preferred or made by the Transferor Company 4 in respect of any refund of tax, duty, levy, security deposit or other charge, including any erroneous or excess payment thereof made by the Transferor Company 4 and any interest thereon, with regard to any law, act or rule or scheme made by the Governmental Authority, and in respect of set-off, carry forward of un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc., or any other or like benefits under the said acts or under and in accordance with any law or act, shall stand transferred and vested with the Transferee Company.

17 CONSIDERATION

17.1 The entire issued, subscribed and paid-up equity share capital of the Transferor Company 4 is held by the Transferor Company 1 and its nominee(s). Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the holding of equity in the Transferor Company 4 and the entire share capital of the Transferor Company 4 shall stand cancelled.

18 ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

- 18.1 Upon the Scheme coming into effect and with effect from Appointed Date, since the transaction involves entity which are ultimately controlled by the same party before and after the transaction, the Transferee Company shall account for in its books of account in accordance with "Pooling of interest method" laid down by Appendix C of Ind AS 103 (Business Combination under common control) notified under the provisions of the Act.
- 18.2 All the assets and liabilities recorded in the books of the Transferor Company 4 shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at the respective book values as appearing in the books of the Transferor Company 4.
- 18.3 Inter-company balances /investment, if any, will stand cancelled.
- 18.4 All the reserves of the Transferor Company 4 under different heads shall become the corresponding reserves of the Transferee Company.
- Transferor Company 4 in the books of the Transferor Company 1 and the amount of equity share capital of the Transferor Company 4, being excess / deficit, arising pursuant to the Scheme shall be accounted as capital reserve account/ amalgamation adjustment deficit account, as the case may be, based on the accounting principle prescribed under Appendix C of the Ind AS-103.
- 18.6 The difference accounted as capital reserve account / amalgamation adjustment deficit account pursuant to clause 7.5, clause 7.6 and clause 18.5 shall be aggregated and the

- Transferee Company shall account net amount as capital reserve account / amalgamation adjustment deficit account, as the case may be.
- 18.7 Accounting policies and period of the Transferor Company 4 will be harmonized with that of the Transferee Company following the amalgamation.

19 CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 19.1 The Transferor Company 4 shall carry on and be deemed to have carried on business and activities and shall stand possessed of all its assets and properties referred to above, in trust for the Transferee Company and shall account for the same to the Transferee Company.

 The Transferor Company 4 shall hold the said assets with utmost prudence until the Effective Date.
- 19.2 All profits or income arising or accruing in favour of the Transferor Company 4 and all taxes paid thereon (including but not limited to advance tax, tax deducted at source, taxes withheld / paid in foreign country, value added tax credit, etc.) or losses / expenses arising or incurred by the Transferor Company 4 shall, for all purpose, be treated as and deemed to be the profits or income, taxes or losses or expenses, as the case may be, of the Transferee Company.
- 19.3 All assets acquired by the Transferor Company 4 after the Appointed Date and prior to the Effective Date shall be deemed to have been acquired in trust for and on behalf of the Transferee Company, and shall also stand transferred to and vested in the Transferee Company upon the coming into effect of this Scheme.
- 19.4 Where any of the liabilities and obligations of the Transferor Company 4 as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Company 4 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company, and all liabilities and obligations incurred by the Transferor Company 4 after the Appointed Date and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the Transferee Company, and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Transferee

Company and shall become the liabilities and obligations of the Transferee Company, which shall be liable to meet, discharge and satisfy the same.

20 LEGAL PROCEEDINGS

- 20.1 Upon the coming into effect of this Scheme, if any suit, appeal or other proceeding of whatsoever nature by or against the Transferor Company 4, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer of the Transferor Company 4 or anything contained in this Scheme, but the said suit, appeal or other legal proceedings shall be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company 4, if this Scheme had not been made.
- 20.2 On and from the Effective Date, the Transferee Company shall be entitled to initiate or continue all legal proceedings in relation to the Transferor Company 4 vested with the Transferee Company.

21 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 21.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature, in relation to the Transferor Company 4 is a party or to the benefit of which the Transferor Company 4 may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectively as if, instead of the Transferor Company 4, the Transferee Company had been a party or beneficiary or obligee thereto.
- 21.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the amalgamation occurs by virtue of this 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 any Applicable Law or otherwise, execute deeds of confirmation in

favour of any party to any contract or arrangement to which the Transferor Company 4 is a party as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings and to carry out or perform all formalities or compliances required for the purposes referred to above.

21.3 Any statutory and other licenses, registrations, permissions, approvals or consents to carry on the operations whether issued by statutory and other authorities of the Transferor Company 4 shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory and other authorities concerned in favour of the Transferee Company upon the Scheme becoming effective. The benefit of all such statutory and regulatory permissions, and consents, shall vest in and become available to the Transferee Company pursuant to this Scheme. Since each of the statutory and other licenses, registrations, permissions, approvals or consents shall stand transferred by the order of the NCLT/ Supreme Court of Mauritius to the Transferee Company, the Transferee Company shall file the relevant intimations for the record of the statutory and other authorities who shall take them on file pursuant to the vesting orders of the NCLT / Supreme Court of Mauritius.

22 TREATMENT OF TAXES

- 22.1 All taxes (including income tax, sales tax, service tax, goods and service tax etc.) paid or payable by the Transferor Company 4, before the Appointed Date, shall be on account of the Transferor Company 4, and insofar as it relates to the tax payment (including, without limitation, sales tax, income tax, service tax, goods and service tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company 4 after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.
- 22.2 Without prejudice to the generality of the foregoing on and from the Appointed Date, if any certificate for tax deducted at source or any other tax credit certificate is received in the name of the Transferor Company 4, it shall be deemed to have been received by and in

the name of the Transferee Company which alone shall be entitled to claim credit for such tax deducted or paid.

22.3 Upon the coming into effect of this Scheme, the Transferor Company 4 and the Transferee Company are expressly permitted to revise their respective tax returns and related withholding tax certificates, including withholding tax certificates relating to transactions between the Transferor Company 4 and the Transferee Company, to the extent required and to claim refunds, advance tax and withholding tax credits, and benefit of credit for minimum alternate tax, or any other tax related compliances or filings of forms.

23 SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, continuance of proceedings by or against the Transferee Company, as provided herein, shall not affect any transactions or proceedings already concluded by the Transferor Company 4 before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by and/or on behalf of the Transferor Company 4 as acts, deeds and things done and executed by and on behalf of the Transferee Company.

24 WINDING UP

On the Scheme becoming effective, the Transferor Company 4 shall stand dissolved without being wound up pursuant to the provisions of the Mauritius Companies Act.

PART IV GENERAL TERMS AND CONDITIONS

25 COMBINATION OF AUTHORIZED SHARE CAPITAL

25.1 Upon sanction of this Scheme, the authorized share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including without payment of stamp duty and fees payable to Registrar of Companies, Maharashtra at Mumbai by the authorized share capital of the respective Transferor Company 1, Transferor Company

2, Transferor Company 3 and Transferor Company 4 and the Memorandum of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the 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 any provisions of the Act would be required to be separately passed and for this purpose the stamp duties and fees paid on the authorized capital of the Transferor Company 1, Transferor Company 2, Transferor Company 3 and Transferor Company 4 shall be utilized and applied to the increased authorized share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by the Transferee Company for increase in the authorized share capital to that extent.

Present authorized share capital of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 is as under:

Authorized Capital	Amount in INR
Transferor Company 1	
10,00,000 equity shares of Rs. 10/- each	1,00,00,000
1,04,300 6% Optionally Convertible Redeemable Preference Shares (OCRPS) of Rs.1,150/- each	11,99,45,000
Total	12,99,45,000
Transferor Company 2	
5,10,000 equity shares of Rs. 10/- each	51,00,000
22,500 4% Non-Cumulative Optionally Convertible	
Redeemable Preference Shares (NCOCRPS) of	2,25,00,000
Rs.1,000/- each	

Total	2,76,00,000
Transferor Company 3	
5,10,000 equity shares of Rs. 10/- each	51,00,000
46,000 4% Non-Cumulative Optionally Convertible	
Redeemable Preference Shares (NCOCRPS) of	4,60,00,000
Rs.1,000/- each	
Total	5,11,00,000

25.2 Consequent upon the amalgamation, the authorized share capital of the Transferee Company will be as under:

Authorized Capital	Amount in INR
7,39,14,500 Equity shares of Rs 10 each	73,91,45,000
15,65,000 Preference shares of Rs. 1,000/- each	1,56,50,00,000
Total Authorized Share Capital of the	
	230,41,45,000
Transferee Company	

- 25.3 The consent / resolution approving the Scheme shall be deemed to be the approval of increase and reclassification in the Authorized Share Capital of the Transferee Company under Section 13, 14, 61, 64 and other applicable provisions of the Act.
- 25.4 Clause 'V' of the Memorandum of Association of the Transferee Company shall stand substituted by virtue of the Scheme to read as follows:

Clause 'V' of the Memorandum of Association:

"V. (a) Authorised Share Capital of the Company is Rs.

230,41,45,000/- (Rupees Two hundred thirty Crores
forty-one lakhs and forty five thousand only) divided

into 7,39,14,500 (Seven crore thirty nine lakhs fourteen thousand and five hundred only) Equity Shares of Rs. 10/- (Rupees Ten only) each and 15,65,000 (Fifteen lakh sixty five thousand) Preference Shares of Rs. 1,000/- (Rupees One thousand only) each."

26 APPLICATION TO NCLT / SUPREME COURT OF MAURITIUS

26.1 The Transferor Company 1, Transferor Company 2 and Transferor Company 3 and Transferee Company, shall, with all reasonable dispatch, simultaneously, make necessary applications/ petitions to the NCLT, for sanctioning this Scheme and all matters ancillary or incidental thereto under Sections 230 to 232 read with section 234 of the Act and other applicable provisions of the Act. The Transferor Company 4, shall, with all reasonable dispatch, simultaneously, make necessary applications/ petitions to the Supreme Court, for sanctioning this Scheme and all matters ancillary or incidental thereto under Sections 261 to 264 and other applicable provisions of the Mauritius Companies Act.

27 MODIFICATION OR AMENDMENTS TO THE SCHEME

27.1 Subject to approval of the NCLT or Supreme Court of Mauritius, the Transferor Companies and the Transferee Company by their respective Board of Directors or any duly authorized committee may make or consent to any modifications or amendments to the Scheme, or to any conditions or limitations that the NCLT or Supreme Court of Mauritius or any other authority may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate by the respective Board of Directors or committees, including withdrawal of this Scheme and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect. No modification or amendment to the Scheme will be carried out or effected by the respective Boards without approaching the NCLT or the Supreme Court of Mauritius, as the case may be.

- 27.2 The Transferor Companies and the Transferee Company shall be at liberty to withdraw from this Scheme, in case any condition or alteration is / are imposed by the NCLT or Supreme Court of Mauritius or any other authority is unacceptable to them or otherwise if so mutually agreed.
- 27.3 For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferor Companies and the Transferee Company or any other duly authorized committee thereof are authorized severally to give such directions including directions for settling any question of doubt or difficulty that may arise under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter whatsoever connected therewith, and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in the Scheme.

28 CONDITIONALITY OF THE SCHEME

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

- 28.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the members and / or creditors (as may be required and / or to the extent not dispensed with by the Appropriate Authorities of the Relevant Jurisdiction) of the Transferor Companies and the Transferee Company, as required under the laws of the Relevant Jurisdiction.
- 28.2 The Scheme being sanctioned by the NCLT and the Supreme Court of Mauritius.
- 28.3 The requisite consent, approval or permission of the Appropriate Authorities from India and Mauritius being obtained and / or granted in relation to any of the matters in respect of which such sanction or approval is required.

- 28.4 Compliance by the Transferor Company 4 of all necessary and applicable Mauritian Laws.
- 28.5 The Financial Services Commission of the Republic of Mauritius issuing a licence to Transferor Company 4 to operate as an Authorised Company;
- 28.6 The certified copy / copies of the order/s referred to on this Scheme being filed with the Registrar of Companies in India or any other Appropriate Authorities of the Relevant Jurisdiction in Mauritius, if required.

29 SEVERABILITY

29.1 Each Section is independent of the other Section of the Scheme and is severable. The Scheme shall be effective upon sanction of the NCLT and, in the case of Transferor Company 4, the sanction of the Supreme Court of Mauritius also. However, failure of any one part or one Section for lack of necessary approval from the shareholders / creditors / statutory regulatory authorities or for any other reason that the Board of Directors may deem fit than this shall not result in the whole Scheme failing. It shall be open to the concerned Board of Directors to consent to sever such part(s) of the Scheme and implement the rest of the Scheme with such modification.

30 EFFECT OF NON-RECEIPT OF APPROVALS

30.1 In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/ or the Scheme not being sanctioned by the NCLT and in the case of Transferor Company 4, by the Supreme Court of Mauritius also, or such other competent authority and / or the Order not being passed as aforesaid before March 31, 2025 or within such further period or periods as may be agreed upon between the Transferor Companies and the Transferee Company by their respective Board of Directors (and which the Board of Directors of the Companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation), 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.

31 COSTS, CHARGES & EXPENSES

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