



ZEE ENTERTAINMENT ENTERPRISES LIMITED
Corporate Identification Number: L92132MH1982PLC028767
Registered Office: 18th Floor, ‘A’ Wing, Marathon Futurex, N. M. Joshi Marg,
Lower Parel, Mumbai – 400013.

Tel: +91 22 7106 1234 / Fax: +91 22 2300 2107;
Email: shareservice@zee.com; Website: www.zee.com

NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS OF ZEE ENTERTAINMENT ENTERPRISES LIMITED PURSUANT TO ORDER DATED AUGUST 24, 2022 OF THE HON’BLE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

Day	Friday
Date	October 14, 2022
Time	4.00 p.m.
Mode of Meeting	In view of the ongoing COVID-19 pandemic and related social distancing norms, as per the directions of the Hon’ble National Company Law Tribunal, Mumbai Bench, the meeting shall be conducted through Video Conferencing (“VC”) / Other Audio-Visual Means (“OAVM”).

REMOTE E-VOTING AND E-VOTING AT THE MEETING:

Cut-off date for E-voting	Friday, October 07, 2022
Remote e-voting date and time	Start: Monday, October 10, 2022, at 09:00 a.m. (IST) End: Thursday, October 13, 2022, at 05:00 p.m. (IST)
E-voting at the Meeting	As may be instructed by the Chairperson of the Meeting during the proceedings of the Meeting.

INDEX

Sr. No.	Contents	Page No.
1.	Notice of the Hon’ble National Company Law Tribunal convened meeting of the equity shareholders of Zee Entertainment Enterprises Limited (the “Company” or “Transferor Company 1”) under the provisions of Sections 230-232 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“Notice”).	4
2.	Explanatory Statement under Sections 230-232 read with Section 102 and other applicable provisions of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions, if any.	21



3.	Annexure 1 Composite Scheme of Arrangement amongst Zee Entertainment Enterprises Limited (“ Transferor Company 1 ”), Bangla Entertainment Private Limited (“ Transferor Company 2 ”) with Culver Max Entertainment Private Limited (formerly, Sony Pictures Networks India Private Limited) (“ Transferee Company ”) and their respective shareholders and creditors (“ Scheme ”).	59
4.	Annexure 2 Copy of order passed by the Hon’ble National Company Law Tribunal, Mumbai Bench, in Company Scheme Application No. C.A(CAA) 204/2022 dated August 24, 2022.	139
5.	Annexure 3 Copy of consolidated and standalone unaudited financial statements of Zee Entertainment Enterprises Limited for the quarter ended on June 30, 2022.	155
6.	Annexure 4 Copy of unaudited financial statements of Bangla Entertainment Private Limited for the quarter ended on June 30, 2022.	169
7.	Annexure 5 Copy of consolidated and standalone unaudited financial statements of Culver Max Entertainment Private Limited (formerly, Sony Pictures Networks India Private Limited) for the quarter ended on June 30, 2022.	174
8.	Annexure 6 Copy of Share Entitlement Ratio Report dated December 21, 2021, issued by GT Valuation Advisors Private Limited, Registered Valuer.	189
9.	Annexure 7A Copy of fairness opinion report dated December 21, 2021, issued by Duff & Phelps India Private Limited, SEBI Registered Category 1 Merchant Banker.	202
10.	Annexure 7B Copy of fairness opinion report dated December 21, 2021, issued by ICICI Securities Limited, SEBI Registered Merchant Banker.	210
11.	Annexure 8 Copies of reports adopted by the Board of Directors of Zee Entertainment Enterprises Limited, Bangla Entertainment Private Limited, and Culver Max Entertainment Private Limited (formerly, Sony Pictures Networks India Private Limited) as per the provisions of Section 232(2)(c) of the Companies Act, 2013.	214



12.	Annexure 9 Details of ongoing adjudication, recovery proceedings, and prosecution initiated, and all other enforcement action taken against the Company, its promoters, and directors of the Company.	235
13.	Annexure 10 Copies of observation letters both dated July 29, 2022, issued to Zee Entertainment Enterprises Limited by the BSE Limited and the National Stock Exchange of India Limited.	243
14.	Annexure 11 Copies of complaints reports dated March 10, 2022, and July 28, 2022, submitted to the BSE Limited and complaints report dated February 24, 2022, and July 29, 2022, submitted to the National Stock Exchange of India Limited by Zee Entertainment Enterprises Limited.	251
15.	Annexure 12 Certificate issued by the Statutory Auditor of Culver Max Entertainment Private Limited (formerly, Sony Pictures Networks India Private Limited) certifying that the accounting treatment proposed in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013.	263
16.	Annexure 13 The shareholding of the promoters of the Transferee Company after the effectiveness of the Scheme.	269
17.	Annexure 14 Abridged prospectus of unlisted entities i.e., Bangla Entertainment Private Limited, and Culver Max Entertainment Private Limited (formerly, Sony Pictures Networks India Private Limited) in the specified format. under applicable law.	270

Dated this September 9, 2022

Place - Mumbai

For Zee Entertainment Enterprises Limited

Sd/-

Suhail Nathani

(Chairperson appointed for the meeting)

Registered Office:

18th Floor, 'A' Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai – 400013.



FORM NO. CAA. 2

[Pursuant to Section 230(3) of the Companies Act, 2013 and Rule 6 and 7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH
COMPANY SCHEME APPLICATION NO. C.A.(CAA) – 204/2022**

In the Matter of the Companies Act, 2013 (18 of 2013)

And

In the Matter of Application under Sections 230 – 232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, Amalgamations) Rules, 2016;

And

In the matter of Composite Scheme of Arrangement amongst Zee Entertainment Enterprises Limited, Bangla Entertainment Private Limited with Culver Max Entertainment Private Limited (formerly, Sony Pictures Networks India Private Limited) and their respective shareholders and creditors

Zee Entertainment Enterprises Limited

Company registered under the Companies Act, 1956

Having its registered office at:

18th Floor, 'A' Wing, Marathon Futurex,

NM Joshi Marg, Lower Parel, Mumbai - 400013, India

CIN: L92132MH1982PLC028767

..... Transferor Company 1/ Applicant Company

**NOTICE OF THE TRIBUNAL CONVENED MEETING OF THE
EQUITY SHAREHOLDERS OF ZEE ENTERTAINMENT ENTERPRISES LIMITED,
THE TRANSFEROR COMPANY 1**

**To,
The Equity Shareholders of
Zee Entertainment Enterprises Limited**

NOTICE is hereby given that by an order dated August 24, 2022, the Hon'ble Mumbai Bench of the National Company Law Tribunal ("NCLT" / "**Hon'ble Tribunal**") in Company Scheme Application No. C.A(CAA) 204/2022 ("**Order**") has directed a meeting of the equity shareholders of Zee Entertainment Enterprises Limited ("**Applicant Company**" or "**Transferor Company 1**" or "**Company**") to be held for the purpose of considering, and if thought fit, approving the proposed Composite Scheme of Arrangement amongst Zee Entertainment Enterprises Limited, Bangla Entertainment Private Limited ("**Transferor Company 2**" or "**BEPL**") with Culver Max Entertainment Private Limited (formerly, Sony Pictures Networks India Private Limited) ("**Transferee Company**" or "**SPNI**") and their respective shareholders and creditors ("**Scheme**") under sections 230 to 232 and other applicable sections of the Companies Act, 2013 ("**the Act**").

In pursuance of the said Order and as directed therein, notice is hereby given that a meeting of the equity shareholders of the Company will be held through video conferencing ("**VC**") / other audio-visual means ("**OAVM**") on Friday, October 14, 2022 at 4:00PM to consider and, if thought fit, to pass the following resolution(s) for approval of the Scheme by requisite majority as prescribed under

Section 230(1) and (6) read with Section 232(1) of the Act; the Companies (Compromises, Arrangements and Amalgamations) Rules 2016 and SEBI Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 (as amended) (“**SEBI Merger Circular**”) (“**Meeting**”) and following the operating procedures referred General Circular Nos. 14/2020 dated April 8, 2020, 17/2020 dated April 13, 2020, 20/2020 dated May 05, 2020, 02/2021 dated January 13, 2021, 21/2021 dated December 14, 2021 and 3/2022 dated May 05, 2022, issued by Ministry of Corporate Affairs (“**MCA**”) (collectively referred to as “**MCA Circulars**”) read with Circular No. SEBI/ HO/CFD/CMD1/CIR/P/2020/79 dated May 12, 2020 and Circular No. SEBI/HO/CFD/CMD2/CIR/P/2021/11 dated January 15, 2021 issued by Securities and Exchange Board of India (“**SEBI**”) (“**SEBI Circular**”):

“**RESOLVED THAT** pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act read with relevant rules framed thereunder (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“**CAA Rules**”), and in accordance with the provisions of the Memorandum of Association and the Articles of Association of the Company and applicable regulations of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**SEBI Listing Regulations**”) and circulars issued thereunder read with the observation letters both dated July 29, 2022 issued by the BSE Limited and the National Stock Exchange of India Limited and subject to the sanction by the Hon’ble Tribunal, as may be applicable and any other regulatory approvals, consents, no objections, confirmations, permissions, sanctions, exemptions, as may be required under applicable laws, regulations, guidelines, and subject to such conditions and modifications as may be deemed appropriate, at any time and for any reason whatsoever, or which may otherwise be considered necessary, desirable or as may be prescribed or imposed by the Hon’ble Tribunal or by any regulatory or other authorities, while granting such approvals, permissions and sanctions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the “**Board**”, which term shall be deemed to mean and include one or more committee(s) constituted/to be constituted by the Board or any other person authorised by it to exercise its powers including the powers conferred by this resolution), the Composite Scheme of Arrangement amongst the Transferor Company 1, the Transferor Company 2, the Transferee Company and their respective shareholders and creditors, providing *inter-alia* for the following:

- (a) sub-division of the share capital of the Transferee Company and issuance and allotment of bonus shares by way of a bonus issue;
- (b) issue of (i) 26,49,56,361 (Twenty Six Crores Forty Nine Lakhs Fifty Six Thousand Three Hundred and Sixty One) equity shares of the Transferee Company, to the existing shareholders of the Transferee Company, against the infusion of INR 79,48,69,08,300 (Indian Rupees Seven Thousand Nine Hundred Forty Eight Crore Sixty Nine Lakh Eight Thousand and Three Hundred) by way of rights issue; and (ii) 3,67,10,306 (Three Crore Sixty Seven Lakh Ten Thousand and Three Hundred and Six) equity shares of the Transferee Company, to Sunbright International Holdings Limited (formerly known as Essel Holdings Limited), a promoter entity in Mauritius (“**Essel Mauritius**”) and to Sunbright Mauritius Investment Limited, a wholly owned subsidiary of Essel Mauritius, against the infusion of INR 11,01,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety One Thousand and Eight Hundred) by way of a preferential issue, in each case, immediately prior to the amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company, becoming effective;



- (c) the amalgamation of the Transferor Company 1 with and into the Transferee Company, and the consequent issue of 85 (Eighty-Five) fully paid-up equity shares of INR 1 (Indian Rupee One) of the Transferee Company to the shareholders of the Transferor Company 1 for every 100 (Hundred) fully paid-up equity shares of INR 1 (Indian Rupee One) held by such shareholders of the Transferor Company 1;
- (d) the amalgamation of the Transferor Company 2 with and into the Transferee Company and the consequent issue of 133 (One Hundred and Thirty-Three) fully paid-up equity shares of INR 1 (Indian Rupee One) of the Transferee Company to the shareholders of the Transferor Company 2 for every 10 (Ten) fully paid-up equity shares of INR 10 (Indian Rupees Ten) held by such shareholders of the Transferor Company 2;
- (e) dissolution without winding up of the Transferor Company 1 and the Transferor Company 2;
- (f) conversion of the Transferee Company into a 'public company' and the consequent amendment of the Memorandum of Association and Articles of Association of the Transferee Company;
- (g) transfer of the authorized share capital from the Transferor Company 1 and the Transferor Company 2 to the Transferee Company;
- (h) listing of the equity shares of the Transferee Company on the BSE Limited and the National Stock Exchange of India Limited;
- (i) payment of an aggregate amount of USD equivalent of INR 11,01,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety-One Thousand and Eight Hundred) by SPE Mauritius Investments Limited to Essel Mauritius towards non-compete obligations;
- (j) appointment of Mr. Punit Goenka as the Managing Director and the Chief Executive Officer of the Transferee Company on terms set out in the Scheme and such other terms as may be agreed between Mr. Punit Goenka and the Transferee Company; and
- (k) amendment of the Articles of Association of the Transferee Company

be and is hereby approved.

RESOLVED FURTHER THAT the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem expedient, desirable, appropriate or necessary to give effect to the aforementioned resolution and effectively implement the arrangement embodied in the Scheme and to make any modifications or amendments to the Scheme at any time and for any reason whatsoever (subject to and in accordance with the provisions of the Scheme), and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/ or imposed by the Hon'ble Tribunal while sanctioning the Scheme or by any authorities under law or as may be required for the purpose of resolving any questions or doubts or difficulties that may arise including passing of such accounting entries and/or making such adjustments in the books of accounts as considered necessary in giving effect to the Scheme, as the Board may deem fit and proper without being required to seek any further approval of the equity shareholders to the end and intent that the equity shareholders shall be deemed to have given their approval thereto expressly by authority under the aforementioned and this resolution and the Board be and is hereby further authorized to execute such further deeds, documents and writings that may



be considered necessary, make necessary filings and carry out any or all activities for the purpose of giving effect to these resolutions.”

TAKE FURTHER NOTICE that in compliance with the provisions of (i) Section 230 read with Section 108 of the Act; Rule 6 of the CAA Rules; (ii) Rule 20 and other applicable provisions of the Companies (Management and Administration) Rules, 2014; (iii) Regulation 44 and other applicable provisions of the SEBI Listing Regulations, as amended; (iv) the SEBI Merger Circular, read with applicable circulars issued by SEBI in this regard from time to time, the Company has provided the facility and option of voting on the resolution for approval of the Scheme by casting votes through (a) e-voting system available during the Meeting through VC/ OAVM; and (b) through remote electronic voting (“**Remote E-voting**”) during the period commencing from Monday, October 10, 2022 at 09:00 a.m. (IST) to Thursday, October 13, 2022 at 05:00 p.m. (IST) (“**Remote E-voting Period**”). The Remote E-voting module shall be disabled by National Securities Depository Limited (“**NSDL**”) for voting thereafter. There shall be no meeting requiring physical presence at a common venue in view of the present circumstances on account of the COVID19 pandemic.

TAKE FURTHER NOTICE THAT NSDL will be providing the facility for voting through Remote E-voting, for participation in the Meeting through VC/OAVM Facility and E-voting at the Meeting. The procedure for participating in the Meeting through VC/OAVM forms part of this notice.

TAKE FURTHER NOTICE THAT each equity shareholder can opt for only one mode of voting i.e., either E-voting at the Meeting or through Remote E-voting. In case of equity shareholder cast votes by Remote E-voting, as aforesaid, the concerned equity shareholder will nevertheless be entitled to attend the Meeting and participate in the discussions in the Meeting but will not be entitled to vote again during the Meeting. In case of equity shareholders exercising their right to vote via both modes, i.e., casting of vote by Remote E-voting and at the Meeting, then vote cast through Remote E-voting shall prevail over voting by the said equity shareholder at the Meeting and the vote cast at the Meeting shall be treated as invalid. Once the vote on a resolution is cast by a Member, the Member shall not be allowed to change it subsequently. The instructions E-voting at the Meeting and Remote E-voting are appended to the notice. In case of Remote E-voting, the votes should be cast in the manner described in the instructions during the Remote E-voting Period.

TAKE FURTHER NOTICE THAT since the Meeting of the equity shareholders is being held as per the directions of the Hon’ble Tribunal and in accordance with the SEBI Circular through VC/OAVM, physical attendance of shareholders has been dispensed with. Accordingly, the facility for appointment of proxies by the Members shall not be available for the Meeting or any adjournment thereof, if any, and hence the Proxy Form and Attendance Slip are not annexed to this Notice.

TAKE FURTHER NOTICE THAT in pursuance of Sections 112 and 113 of the Act, authorized representatives of the equity shareholders may be appointed for the purpose of voting through Remote E-voting, for participation in the Meeting through VC/OAVM facility and E-voting at the Meeting, if an authority letter/power of attorney by the board of directors or a certified copy of the resolution passed by its board of directors or other governing body authorizing such representative to vote and attend the Meeting through VC/OAVM on its behalf, along with the attested specimen signature of the duly authorized signatory who are authorized to vote, is emailed to Company Secretary of the Company at shareservice@zee.com, the Scrutinizer at vinita@vinodkothari.com



with a copy marked to evoting@nsdl.com not later than 48 (forty eight) hours before the time for holding the Meeting. Kindly refer to Notes below for further details on the voting procedure.

TAKE FURTHER NOTICE THAT a person, whose name is recorded in the Register of Members or in the Register of Beneficial Owners maintained by the National Securities Depository Limited (NSDL) /Central Depository Services (India) Limited (CDSL) (collectively referred to as “**Depositories**”) as on the cut-off date, i.e., Friday, October 07, 2022 (“**Cut-off Date**”) only shall be entitled to exercise his/her/its voting rights on the resolution proposed in the notice and attend the Meeting. The voting rights of the equity shareholders shall be in proportion to their holding in the paid-up share capital of the Company as on cut-off date. The equity shareholders, who will be present in the Meeting through VC/OAVM facility and have not cast their vote on the resolutions through remote e-voting and are otherwise not barred from doing so, shall be eligible to vote through E-voting system during the Meeting. A person who is not an equity shareholder of the Company as on the Cut-off Date, should treat the notice for information purpose only.

TAKE FURTHER NOTICE THAT the Hon’ble Tribunal has appointed Mr. Suhail Nathani, Managing Partner, Economic Laws Practice and failing him, Mr. Jeenendra Bhandari, Partner-MGB & Co LLP (Membership no. 105077) and failing him, Mr. Ashish Agarwal, Company Secretary (Membership no. FCS6669) and Compliance Officer of the Transferor Company 1 as the Chairperson for Meeting. The Hon’ble Tribunal has appointed Ms. Vinita Nair (Membership No. F10559), Senior Partner, M/s Vinod Kothari & Co., Company Secretaries as Scrutiniser to scrutinize the voting during the Meeting and Remote E-voting process in a fair and transparent manner.

The results of the voting shall be announced by the Chairperson or a person authorized by the Chairperson within two (2) working days of the conclusion of the Meeting upon receipt of Scrutinizer’s report and the same shall be displayed on the website of the Company viz. www.zee.com and on the website of NSDL viz. www.evoting.nsdl.com, being the agency appointed by the Company to provide the E-voting facility to the equity shareholders. The result will simultaneously be communicated to the BSE Limited and the National Stock Exchange of India Limited.

The equity shareholders opting to cast their votes by Remote E-voting and voting during the Meeting are requested to read the instructions in the Notes below carefully. In case of Remote E-voting, the votes should be cast in the manner described in the instructions by 5:00 p.m. (IST) on October 13, 2022. Responses received after the said time will be treated as invalid.

At least one independent director and the statutory auditors of the Company (or his/her authorized representative who is qualified to be an auditor) shall also attend the Meeting through VC/OAVM.

A copy of the Scheme, Explanatory Statement under Sections 230 and 232 read with Section 102 and other applicable provisions of the Act, Rule 6 of the CAA Rules and the SEBI Listing Regulations read with the SEBI Merger Circular along with all annexures to such statement are enclosed herewith.

A copy of this notice will be placed on the Company’s website viz. www.zee.com and will also be available on the website of NSDL at www.evoting.nsdl.com, being the agency appointed by the Company to provide the E-voting and other facilities for convening the Meeting, and websites of the BSE Limited and the National Stock Exchange of India Limited. The copy of the notice can be obtained by emailing the Company Secretary of the Company at shareservice@zee.com.



In accordance with the provisions of Sections 230 to 232 of the Act, the SEBI Listing Regulations read with the SEBI Merger Circular, the Scheme shall be considered approved by the equity shareholders (which includes public shareholders) only if, (a) the requisite majorities in number and value of such classes of members as may be directed by the Hon'ble Tribunal or any other competent authority, as may be applicable, approving the Scheme; (b) the votes cast by the public shareholders of the Transferor Company 1 in favour of the Scheme being more than the number of votes cast by the public shareholders of the Transferor Company 1 against the Scheme; and (c) the public shareholders of the Transferor Company 1 have approved the Scheme by way of an ordinary resolution and all 'interested persons' as understood in terms of the SEBI Listing Regulations have abstained from voting in the relevant meeting of the members approving the Scheme.

The Scheme, if approved at the Meeting, will be subject to the subsequent approval of the Hon'ble Tribunal and such other approvals, permissions, and sanctions of regulatory or other authorities, as may be necessary and as contemplated in the Scheme.

In accordance with the Secretarial Standard – 2 on General Meetings issued by the Institute of Company Secretaries of India (ICSI) read with MCA Circulars and clarification/guidance on applicability of Secretarial Standards – 1 and 2 dated April 15, 2020, issued by the ICSI, the proceedings of the Meeting shall be deemed to be conducted at the registered office of the Company which shall be the deemed venue of the Meeting. Since the Meeting will be held through VC/OAVM, the Route Map is not annexed to this notice.

Dated this September 9, 2022

Place – Mumbai

For Zee Entertainment Enterprises Limited

Sd/-

Suhail Nathani

(Chairperson appointed for the meeting)

Registered Office:

18th Floor, 'A' Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai – 400013.



NOTES FOR MEETING OF EQUITY SHAREHOLDERS OF THE COMPANY

General instructions for accessing and participating in the Meeting through VC Facility and voting through electronic means including Remote E-voting:

1. Pursuant to the directions of the Hon'ble National Company Law Tribunal, Mumbai Bench ("NCLT" / "Hon'ble Tribunal") vide its order dated August 24, 2022 ("Order"), the meeting of the equity shareholders of Zee Entertainment Enterprises Limited ("Meeting") is being convened on Friday, October 14, 2022, at 4:00 PM (IST) through Video Conferencing ("VC") / Other Audio Visual Means ("OAVM") facility to transact the business set out in the notice convening this Meeting.
2. In accordance with the directions of the Hon'ble Tribunal vide order dated August 24, 2022 read with and in compliance with Circular No.14/2020 dated April 8, 2020, Circular No. 17/2020 dated April 13, 2020, Circular No. 22/2020 dated June 15, 2020 and Circular No. 33/2020 dated September 28, 2020, Circular No. 29/2020 dated December 31, 2020, Circular No. 10/2021 dated June 23, 2021, Circular No. 20/2021 dated December 08, 2021 and Circular No. 3/2022 dated May 05, 2022 issued by the Ministry of Corporate Affairs, Government of India ("MCA Circulars") and the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations") read with SEBI Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 issued by the Securities and Exchange Board of India ("SEBI Merger Circular") and in compliance with the provisions of the Companies Act, 2013 ("Act") and rules thereto, the Meeting of the Company is being conducted through VC/OAVM facility, as directed by the Hon'ble Tribunal, which does not require physical presence of Members at a common venue.
3. The Company has provided the facility and option of voting on the resolution for approval of the Scheme by casting votes through (a) E-voting system available during the Meeting through VC/ OAVM ("Insta Poll"); and (b) through remote electronic voting ("Remote E-voting") during the period commencing from Monday, October 10, 2022, at 09:00 a.m. (IST) to Thursday, October 13, 2022, at 05:00 p.m. (IST) ("Remote E-voting Period"). The Remote E-voting module shall be disabled by National Securities Depository Limited ("NSDL") for voting thereafter. Once the vote on a resolution is cast by an equity shareholder ("Member(s)" or "Equity Shareholder(s)"), the Member shall not be allowed to change it subsequently. Kindly refer note given below for procedure for voting by the respective modes, as aforesaid.
4. NSDL will be providing the facility for voting through Remote E-voting, for participation in the Meeting through VC/OAVM facility and E-voting at the Meeting.
5. Each Member can opt for only one mode of voting i.e., either E-voting at the Meeting or through Remote E-voting. In case a Member casts votes by Remote E-voting, as aforesaid, the concerned Member will nevertheless be entitled to attend the Meeting and participate in the discussions in the Meeting but will not be entitled to vote again during the Meeting. In case of Members exercising their right to vote via both modes, i.e., casting of vote by Remote E-voting and also at the Meeting, then vote cast through Remote E-voting shall prevail over voting by the said Member at the Meeting and the vote cast at the Meeting shall be treated as invalid. The instructions for E-voting at the Meeting and Remote E-voting are appended to the notice. In case of Remote E-voting, the votes should be cast in the manner described in the Notice under the heading instructions for members for Remote E-voting period.

6. The deemed venue for the Meeting shall be the registered office of the Company. The resolution shall be deemed to be passed on the date of the Meeting, i.e., on October 14, 2022 subject to the receipt of requisite number of votes in favour of the resolution.
7. Members may note that the VC/OAVM facility provided by NSDL allows participation of at least 1,000 Members on a first-come-first-served basis. The large shareholders (i.e., shareholders holding 2% or more shareholding), promoters, institutional investors, directors, key managerial personnel, the respective Chairpersons of the Audit Committee, Nomination and Remuneration Committee and Stakeholders Relationship Committee, auditors, etc. can attend the Meeting without any restriction on account of first-come first-served principle.
8. Members may join the Meeting through VC/OAVM facility by following the procedure as mentioned below which shall be opened for the Members 15 minutes before the time scheduled to start the Meeting. The Members will be able to view the proceedings on NSDL's E-voting website at www.evoting.nsdl.com.
9. Attendance of the Members participating in the Meeting through VC/OAVM facility shall be counted for the purpose of reckoning the quorum under Section 103 of the Act. In case the said stated quorum is not present at the Meeting, the Meeting shall be adjourned for 30 minutes, thereafter, the equity shareholders present shall be deemed to constitute the quorum.
10. The recorded transcript or video proceeding of the Meeting will be uploaded by the Company on its website www.zee.com.
11. The Explanatory Statement under Sections 230-232 read with Section 102 and other applicable provisions of the Act read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“**CAA Rules**”), the SEBI Listing Regulations read with the SEBI Merger Circular and other applicable provisions, if any, setting out all material facts and reason for the proposed resolution along with all annexures is annexed hereto and forms part of the notice.
12. A person, whose name is recorded in the Register of Members or in the Register of Beneficial Owners maintained by the NSDL /Central Depository Services (India) Limited (CDSL) (collectively referred to as “**Depositories**”) as on the cut-off date, i.e., Friday, October 07, 2022 (“**Cut-off Date**”) only shall be entitled to exercise his/her/its voting rights on the resolution proposed in the notice and attend the Meeting. The voting rights of Equity Shareholders shall be in proportion to their holding in the paid-up share capital of the Company as on cut-off date. A person who is not an Equity Shareholder of the Company as on the Cut-off Date, should treat the notice for information purpose only.
13. Members are informed that in case of joint holders attending the Meeting, only such joint holder whose name stands first in the Register of Members of the Company / list of beneficial owners as received from Depositories in respect of such joint holding will be entitled to vote.
14. Since the physical attendance of Members has been dispensed with, there is no requirement of appointment of proxies. Accordingly, the facility of appointment of proxies by Members under Section 105 of the Companies Act, 2013 will not be available for the said Meeting and hence, the Proxy Form and Attendance Slip are not annexed to this notice. However, in pursuance of Section 112 and 113 of the Act, authorized representatives of the Members may be appointed



for the purpose of voting through Remote E-voting, for participation in the Meeting through VC/OAVM facility and E-voting at the Meeting, if an authority letter/power of attorney by the board of directors or a certified copy of the resolution passed by its board of directors or other governing body authorizing such representative to vote and attend the Meeting through VC/OAVM on its behalf along with the attested specimen signature of the duly authorized signatory who are authorized to vote is emailed to the Company Secretary at shareservice@zee.com, the scrutinizer at vinita@vinodkothari.com with a copy marked to evoting@nsdl.com not later than 48 (forty-eight) hours before the time for holding the Meeting.

15. The notice, explanatory statement along with annexures thereto is being sent to all the shareholders whose names appear in the register of members/ list of beneficial owners maintained by the Depositories as on Friday, August 26, 2022 (“**Dispatch Cut-off Date**”):
 - (a) through electronic mode to the Equity Shareholders whose e-mail IDs are registered with depositories; and
 - (b) through registered post or courier, physically, to the Equity Shareholders whose email IDs are not registered with depositories.
16. The notice convening the Meeting shall be published through an advertisement in the newspaper “Business Standard” in English language and “Navshakti” in the Marathi language, both having wide circulation in Maharashtra.

The Instructions for Members for Remote E-Voting and Joining the Meeting are as Under

1. Voting Through Electronic Means

- (a) Pursuant to the provisions of Section 108 of the Act read with Rule 20 of the Companies (Management and Administration) Rules, 2014 (as amended) and Regulation 44 of the SEBI Listing Regulations, and the MCA Circulars, the Company is providing facility of remote e-Voting to its Members in respect of the business to be transacted at the Meeting. For this purpose, the Company has entered into an agreement with NSDL for facilitating voting through electronic means, as the authorized agency. The facility of casting votes by a member using remote e-Voting system as well as venue voting on the date of the Meeting will be provided by NSDL.
- (b) The Remote E-voting Period begins on October 10, 2022, at 9:00 a.m. (IST) and ends on October 13, 2022, at 5:00 p.m. (IST). The Remote E-voting module shall be disabled by NSDL for voting thereafter. The Members, whose names appear in the Register of Members / Beneficial Owners as on the Cut-off Date i.e., October 07, 2022, may cast their vote electronically. The voting right of the Equity Shareholders shall be in proportion to their share in the paid-up equity share capital of the Company as on the cut-off date, being October 07, 2022. Those Members, who will be present in the Meeting through VC/OAVM facility and have not cast their vote on the resolutions through Remote E-voting and are otherwise not barred from doing so, shall be eligible to vote through E-voting system during the Meeting.
- (c) The Hon’ble Tribunal has appointed Ms. Vinita Nair (Membership No. F10559), Senior Partner, M/s Vinod Kothari & Co., Company Secretaries as scrutinizer to scrutinize the voting during the Meeting and remote e-voting process in a fair and transparent manner.



- (d) The Members who have cast their vote by Remote E-voting prior to the Meeting may also attend/ participate in the Meeting through VC / OAVM but shall not be entitled to cast their vote again.
- (e) The voting rights of the Members shall be in proportion to their shares in the paid-up equity share capital of the Company as on the Cut-off Date.
- (f) Any person, who acquires equity shares of the Company and becomes a Member of the Company after sending of the Notice and holding equity shares as of the Cut-off Date, may obtain the login ID and password by sending a request at evoting@nsdl.co.in. However, if he/she is already registered with NSDL for remote e-voting then he/she can use his/her existing User ID and password for casting the vote. If you forgot your password, you can reset your password by using “Forgot User Details/Password” or “Physical User Reset Password” option available on www.evoting.nsdl.com or call on toll free no. 1800 1020 990 and 1800 22 44 30. In case of individual shareholders holding securities in demat mode who acquire equity shares of the Company and become a Member of the Company after sending of the Notice and holding equity shares as of the Cut-off Date i.e., October 07, 2022, may follow steps mentioned in the Notice of the Meeting under “Access to NSDL e-Voting system”.

How do I vote electronically using NSDL e-Voting system?

The way to vote electronically on NSDL e-Voting system consists of “Two Steps” which are mentioned below:

Step 1: Access to NSDL e-Voting system

Login method for e-Voting and joining virtual meeting for Individual shareholders holding securities in demat mode

In terms of circular issued by SEBI dated December 09, 2020, on e-Voting facility provided by listed companies, individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with depositories and depository participants. Equity shareholders are advised to update their mobile number and email ID in their demat accounts in order to access e-voting facility.

Login method for individual shareholders holding securities in demat mode is given below:

Type of shareholders	Login Method
Individual shareholders holding securities in demat mode with NSDL.	1. Existing IDeAS user can visit the e-Services website of NSDL Viz. https://eservices.nsdl.com either on a personal computer or on a mobile. On the e-Services home page click on the “ Beneficial Owner ” icon under “ Login ” which is available under ‘ IDeAS ’ section. This will prompt you to enter your existing User ID and Password. After successful authentication, you will be able to see e-Voting services under value added services. Click on “ Access to e-Voting ” under e-Voting services and you will be able to see e-Voting page. Click on

company name or **e-Voting service provider i.e., NSDL** and you will be re-directed to e-Voting website of NSDL for casting your vote during the Remote E-voting Period or joining virtual meeting and voting during the meeting.

2. **If you are not registered for IDeAS e-Services**, option to register is available at <https://eservices.nsdl.com>. Select **“Register Online for IDeAS Portal”** or click at <https://eservices.nsdl.com/SecureWeb/IdeasDirectReg.jsp>
3. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a personal computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon “login” which is available under ‘Shareholder/Member’ section. A new screen will open. You will have to enter your user ID (i.e., your sixteen-digit demat account number hold with NSDL), password/OTP and a verification code as shown on the screen. After successful authentication, you will be redirected to NSDL depository site wherein you can see e-Voting page. Click on company name or **e-Voting service provider i.e., NSDL** and you will be redirected to e-Voting website of NSDL for casting your vote during the Remote E-voting Period or joining virtual meeting and voting during the meeting.
4. Shareholders/Members can also download NSDL Mobile App **“NSDL Speede”** facility by scanning the QR code mentioned below for seamless voting experience.

NSDL Mobile App is available on



Individual Shareholders holding securities in demat mode with CDSL

1. Existing users who have opted for Easi / Easiest, they can login through their user ID and password. Option will be made available to reach e-Voting page without any further authentication. The URL for users to login to Easi / Easiest are <https://web.cdslindia.com/myeasi/home/login> or www.cdslindia.com and click on New System Myeasi.
2. After successful login of Easi/Easiest the user will be also able to see the E voting menu. The menu will have links of **e-Voting service provider i.e., NSDL**. Click on **NSDL** to cast your vote.
3. If the user is not registered for Easi/Easiest, option to register is available at <https://web.cdslindia.com/myeasi/Registration/EasiRegistration>



	4. Alternatively, the user can directly access e-Voting page by providing demat account number and PAN number from a link in www.cdslindia.com home page. The system will authenticate the user by sending OTP on registered mobile and email ID as recorded in the demat account. After successful authentication, user will be provided links for the respective ESP i.e., NSDL where the e-Voting is in progress.
Individual Shareholders (holding securities in demat mode) login through their depository participants	You can also login using the login credentials of your demat account through your depository participant registered with NSDL/CDSL for e-voting facility. Upon logging in, you will be able to see e-voting option. On clicking the e-voting option, you will be redirected to NSDL/CDSL depository site after successful authentication, wherein you can see e-voting feature. Click on company name or e-voting service provider i.e., NSDL and you will be redirected to e-voting website of NSDL for casting your vote during the Remote E-voting Period or joining virtual meeting & voting during the meeting.

Important note: Members who are unable to retrieve user ID/ Password are advised to use ‘Forget User ID’ and ‘Forget Password’ option available at abovementioned website.

Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e., NSDL and CDSL.

Login type	Helpdesk details
Individual shareholders holding securities in demat mode with NSDL	Members facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.co.in or call at toll free no.: 1800 1020 990 and 1800 22 44 30
Individual shareholders holding securities in demat mode with CDSL	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at 022- 23058738 or 022-23058542-43

Login method for e-voting and joining virtual meeting for shareholders other than individual shareholders holding securities in demat mode and shareholders holding securities in physical mode

<p><u>How to Log-in to NSDL e-voting website?</u></p> <ol style="list-style-type: none"> 1. Visit the e-voting website of NSDL. Open web browser by typing the following URL: https://www.evoting.nsdl.com/ either on a personal computer or on a mobile. 2. Once the home page of e-voting system is launched, click on the icon “Login” which is available under ‘Shareholder/Member’ section. 3. A new screen will open. You will have to enter your User ID, your password/OTP and a verification code as shown on the screen.
--



Alternatively, if you are registered for NSDL eservices i.e., IDEAS, you can log-in at <https://eservices.nsdl.com/> with your existing IDEAS login. Once you log-in to NSDL eservices after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e., Cast your vote electronically.

4. Your User ID details are given below.

Manner of holding shares i.e., Demat (NSDL or CDSL) or Physical	Your User ID is:
a) For Members who hold shares in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID For example, if your DP ID is IN300*** and Client ID is 12***** then your user ID is IN300***12*****.
b) For Members who hold shares in demat account with CDSL.	16 Digit Beneficiary ID For example, if your Beneficiary ID is 12***** then your user ID is 12*****
c) For Members holding shares in Physical Form.	EVEN Number followed by Folio Number registered with the company For example, if folio number is 001*** and EVEN is 101456 then user ID is 101456001***

5. Password details for shareholders other than individual shareholders are given below:

- (a) If you are already registered for e-voting, then you can use your existing password to login and cast your vote.
- (b) If you are using NSDL e-voting system for the first time, you will need to retrieve the 'initial password' which was communicated to you. Once you retrieve your 'initial password', you need to enter the 'initial password' and the system will force you to change your password.
- (c) How to retrieve your 'initial password'?
 - (i) If your email ID is registered in your demat account or with the company, your 'initial password' is communicated to you on your email ID. Trace the email sent to you from NSDL from your mailbox. Open the email and open the attachment i.e., a .pdf file. Open the .pdf file. The password to open the .pdf file is your 8-digit client ID for NSDL account, last 8 digits of client ID for CDSL account or folio number for shares held in physical form. The .pdf file contains your 'User ID' and your 'initial password'.
 - (ii) If your email ID is not registered, please follow steps mentioned below in **process for those shareholders whose email IDs are not registered.**

6. If you are unable to retrieve or have not received the “Initial Password” or have forgotten your password:
 - (a) Click on “[Forgot User Details/Password?](#)”(If you are holding shares in your demat account with NSDL or CDSL) option available on www.evoting.nsdl.com.
 - (b) “[Physical User Reset Password?](#)” (If you are holding shares in physical mode) option available on www.evoting.nsdl.com.
 - (c) If you are still unable to get the password by aforesaid two options, you can send a request at evoting@nsdl.co.in mentioning your demat account number/folio number, your PAN, your name, and your registered address etc.
 - (d) Members can also use the OTP (One Time Password) based login at www.evoting.nsdl.com for casting their votes on the e-Voting system of NSDL.
7. After entering your password, tick on Agree to “Terms and Conditions” by selecting on the check box.
8. Now, you will have to click on “Login” button.
9. After you click on the “Login” button, home page of e-Voting will open

Step 2: Cast your vote electronically/ join virtual meetings on NSDL e-voting system.

How to cast your vote electronically and join Meeting on NSDL e-voting

1. After successful login at Step 1, you will be able to see all the companies “EVEN” in which you are holding shares and whose voting cycle, and the Meeting is in active status.
2. Select “EVEN” of company for which you wish to cast your vote during the Remote E-voting Period and casting your vote during the Meeting. For joining virtual meeting, you need to click on “VC/OAVM” link placed under “Join Meeting”.
3. Now you are ready for e-voting as the voting page opens.
4. Cast your vote by selecting appropriate options i.e., assent or dissent, verify/modify the number of shares for which you wish to cast your vote and click on “Submit” and also “Confirm” when prompted.
5. Upon confirmation, the message “Vote cast successfully” will be displayed.
6. You can also take the printout of the votes cast by you by clicking on the print option on the confirmation page.

7. Once you confirm your vote on the resolution, you will not be allowed to modify your vote.

General Guidelines for Equity Shareholders

1. Institutional shareholders, bodies corporate etc. (i.e. other than individuals, HUF, NRI etc.) are required to send legible scanned certified true copy (PDF/JPG Format) of the relevant Board Resolution/ Power of Attorney/ Authority letter etc. with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the scrutinizer by e-mail vinita@vinodkothari.com or shareservice@zee.com with a copy marked to evoting@nsdl.co.in. Institutional shareholders, bodies corporate (i.e., other than individuals, HUF, NRI etc.) can also upload their Board Resolution / Power of Attorney / Authority Letter etc. by clicking on “**Upload Board Resolution / Authority Letter**” displayed under “**e-Voting**” tab in their login.
2. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go through the “[Forgot User Details/Password?](#)” or “[Physical User Reset Password?](#)” option available on www.evoting.nsdl.com to reset the password.
3. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for shareholders and e-voting user manual for shareholders available at the download section of www.evoting.nsdl.com or call on toll free no.: 1800 1020 990 and 1800 22 44 30 or send a request to at evoting@nsdl.co.in

Process for those Equity Shareholders whose email IDs are not registered with the depositories for procuring user ID and password and registration of e mail ids for e-voting for the resolutions set out in this notice

1. In case shares are held in physical mode please provide folio number, name of shareholder, scanned copy of the share certificate (front and back), PAN (self-attested scanned copy of PAN card), AADHAR (self-attested scanned copy of Aadhar Card) by email to shareservice@zee.com.
2. In case shares are held in demat mode, please provide DPID-CLID (16-digit DPID + CLID or 16-digit beneficiary ID), name, client master or copy of consolidated account statement, PAN (self-attested scanned copy of PAN card), AADHAR (self-attested scanned copy of Aadhar Card) to shareservice@zee.com. If you are an individual shareholder holding securities in demat mode, you are requested to refer to the login method explained at **Step 1** i.e., login method for e-voting and joining virtual meetings for individual shareholders holding securities in demat mode.
3. Alternatively, shareholder/members may send a request to evoting@nsdl.co.in for procuring user ID and password for e-voting by providing above mentioned documents.
4. In terms of circular dated December 09, 2020, issued by SEBI on e-voting facility provided by listed companies, individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with depositories and depository participants. Equity



shareholders are required to update their mobile number and email ID correctly in their demat account in order to access e-Voting facility.

The instructions for members for e-voting on the day of the Meeting are as under

1. The procedure for e-voting on the day of the Meeting is same as the instructions mentioned above for remote e-voting.
2. Only those Members, who will be present in the Meeting through VC/OAVM facility and have not casted their vote on the resolutions through remote e-voting and are otherwise not barred from doing so, shall be eligible to vote through e-voting system in the Meeting.
3. Members who have voted through remote e-voting will be eligible to attend the Meeting. However, they will not be eligible to vote at the Meeting.
4. The details of the person who may be contacted for any grievances connected with the facility for e-Voting on the day of the Meeting shall be the same person mentioned for remote e-voting.

Instructions for members for attending the Meeting through VC/OAVM are as under

1. Member will be provided with a facility to attend the Meeting through VC/OAVM through the NSDL e-Voting system. Members may access by following the steps mentioned above for **Access to NSDL e-Voting system**. After successful login, you can see link of “VC/OAVM link” placed under ‘Join meeting’ menu against company name. You are requested to click on VC/OAVM link placed under ‘Join General Meeting’ menu. The link for VC/OAVM will be available in shareholder/Member login where the EVEN of Company will be displayed. Please note that the members who do not have the User ID and password for e-voting or have forgotten the User ID and password may retrieve the same by following the remote e-voting instructions mentioned in the notice to avoid last minute rush.
2. Members are encouraged to join the Meeting through laptops for better experience.
3. Further, Members will be required to allow camera and use internet with a good speed to avoid any disturbance during the meeting.
4. Please note that participants connecting from mobile devices or tablets or through laptop connecting via mobile hotspot may experience audio/video loss due to fluctuation in their respective network. It is therefore recommended to use stable Wi-Fi or LAN connection to mitigate any kind of aforesaid glitches.
5. Equity Shareholders who would like to express their views/have questions may send their questions in advance mentioning their name demat account number/folio number, email ID, mobile number at shareservice@zee.com. The same will be replied by the company suitably.
6. The Members can join the Meeting in the VC/OAVM mode 15 minutes before and after the scheduled time of the commencement of the Meeting by following the procedure mentioned in the Notice. The facility of participation at the Meeting through VC/OAVM will be made available for 1000 members on first come first served basis. This will not include large shareholders (shareholders holding 2% or more shareholding), promoters, institutional



investors, directors, key managerial personnel, the Chairpersons of the Audit Committee, Nomination & Remuneration Committee and Stakeholders Relationship Committee, auditors etc. who are allowed to attend the Meeting without restriction on account of first come first served basis.

7. Members who need assistance before or during the Meeting, can contact NSDL officials at evoting@nsdl.co.in and 1800-222-990 and 1800 22 44 30.
8. Members who would like to express their views or ask questions during the Meeting may register themselves as a speaker by sending their request from their registered email address mentioning their name, DP ID and Client ID/folio number, PAN, mobile number at shareservice@zee.com from September 30, 2022 (9:00 a.m. IST) to October 03, 2022 (5:00 p.m. IST). Those Members who have registered themselves as a speaker will only be allowed to express their views/ask questions during the Meeting. The Company reserves the right to restrict the number of speakers depending on the availability of time for the Meeting.

Other Instructions

1. The scrutinizer shall, immediately after the conclusion of voting at the Meeting, first count the votes cast during the Meeting, thereafter unblock the votes cast through remote e-voting and make, not later than 48 hours of conclusion of the Meeting, a consolidated scrutinizer's report of the total votes cast in favor or against, if any, to the Chairperson or a person authorized by him in writing, who shall countersign the same.
2. The result declared along with the scrutinizer's report shall be placed on the Company's website www.zee.com and on the website of NSDL www.evoting.nsdl.com immediately. The Company shall simultaneously forward the results to National Stock Exchange of India Limited and BSE Limited, where the shares of the Company are listed.



FORM NO. CAA 2

[Pursuant to Section 230 (3) of the Companies Act, 2013 and Rule 6 and 7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH
COMPANY SCHEME APPLICATION NO. C.A.(CAA) – 204/2022**

In the Matter of the Companies Act, 2013 (18 of 2013)

And

In the Matter of Sections 230-232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, Amalgamations) Rules, 2016 And

In the matter of Composite Scheme of Arrangement amongst Zee Entertainment Enterprises Limited, Bangla Entertainment Private Limited with Culver Max Entertainment Private Limited (formerly, Sony Pictures Networks India Private Limited) and their respective shareholders and creditors

Zee Entertainment Enterprises Limited

Company registered under the Companies Act, 1956

Having its registered office at: 18th Floor, 'A' Wing,

Marathon Futorex, NM Joshi Marg, Lower Parel,

Mumbai – 400013, India

CIN: L92132MH1982PLC028767

Transferor Company 1/

Applicant Company

EXPLANATORY STATEMENT UNDER SECTIONS 230 TO 232 AND 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016 (“EXPLANATORY STATEMENT”)

1. PARTIES INVOLVED IN THIS SCHEME

- (a) Zee Entertainment Enterprises Limited referred to as “**Applicant Company**” or “**Transferor Company 1**” or “**Company**”.
- (b) Bangla Entertainment Private Limited referred to as “**Transferor Company 2**” or “**BEPL**”.
- (c) Culver Max Entertainment Private Limited (*formerly, Sony Pictures Networks India Private Limited*) referred to as “**Transferee Company**” or “**SPNI**”.

The above companies together are referred to as “Parties” or “the Companies involved in this Scheme”. Capital terms not defined herein and used in the notice (“**Notice**”) and this Explanatory Statement shall have the meaning as ascribed to them in the Scheme. A copy of the Scheme setting out in detail the terms and conditions of the arrangement is attached to this Explanatory Statement and forms part of this Explanatory Statement as **Annexure 1**.

2. MEETING OF EQUITY SHAREHOLDERS OF THE COMPANY

- (a) This is an Explanatory Statement accompanying the Notice convening the meeting of the equity shareholders of the Transferor Company 1 for the purpose of their consideration and if



thought fit, approving, the proposed Composite Scheme of Arrangement amongst the Transferor Company 1, the Transferor Company 2, the Transferee Company and their respective shareholders and creditors (“**Scheme**”) under Sections 230-232, and other applicable provisions of the Companies Act, 2013 (“**Act**”) read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“**CAA Rules**”), whereby and whereunder the Scheme *inter-alia* provides for the following:

- i. sub-division of the share capital of the Transferee Company and issuance and allotment of bonus shares by way of a bonus issue;
- ii. issue of (i) 26,49,56,361 (Twenty Six Crores Forty Nine Lakhs Fifty Six Thousand Three Hundred and Sixty One) equity shares of the Transferee Company, to the existing shareholders of the Transferee Company, against the infusion of INR 79,48,69,08,300 (Indian Rupees Seven Thousand Nine Hundred Forty Eight Crore Sixty Nine Lakh Eight Thousand and Three Hundred) by way of rights issue; and (ii) 3,67,10,306 (Three Crore Sixty Seven Lakh Ten Thousand and Three Hundred and Six) equity shares of the Transferee Company, to Sunbright International Holdings Limited (formerly known as Essel Holdings Limited), a promoter entity in Mauritius (“**Essel Mauritius**”) and to Sunbright Mauritius Investment Limited, a wholly owned subsidiary of Essel Mauritius, against the infusion of INR 11,01,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety One Thousand and Eight Hundred) by way of a preferential issue, in each case, immediately prior to the amalgamation of (x) the Transferor Company 1 with and into the Transferee Company, and (y) the Transferor Company 2 with and into the Transferee Company, becoming effective;
- iii. the amalgamation of the Transferor Company 1 with and into the Transferee Company, and the consequent issue of 85 (Eighty-Five) fully paid-up equity shares of INR 1 (Indian Rupee One) of the Transferee Company to the shareholders of the Company for every 100 (Hundred) fully paid-up equity shares of INR 1 (Indian Rupee One) held by such shareholders of the Company;
- iv. the amalgamation of the Transferor Company 2 with and into the Transferee Company and the consequent issue of 133 (One Hundred and Thirty-Three) fully paid-up equity shares of INR 1 (Indian Rupee One) of the Transferee Company to the shareholders of BEPL for every 10 (Ten) fully paid-up equity shares of INR 10 (Indian Rupees Ten) held by such shareholders of the Transferor Company 2;
- v. dissolution without winding up of the Company and the Transferor Company 2;
- vi. conversion of the Transferee Company into a ‘public company’ and the consequent amendment of the memorandum of association and articles of association of the Transferee Company;
- vii. transfer of the authorized share capital from the Transferor Company 1 and the Transferor Company 2 to the Transferee Company;
- viii. listing of the equity shares of the Transferee Company on the BSE Limited and the National Stock Exchange of India Limited;



- ix. Payment of an aggregate amount of USD equivalent of INR 11,01,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety-One Thousand and Eight Hundred) by SPE Mauritius Investments Limited to Essel Mauritius towards non-compete obligations;
 - x. appointment of Mr. Punit Goenka as the Managing Director and the Chief Executive Officer of the Transferee Company on terms set out in the Scheme and such other terms as may be agreed between Mr. Punit Goenka and the Transferee Company; and
 - xi. amendment of the Articles of Association of the Transferee Company.
- (b) Pursuant to an Order dated August 24, 2022 passed by the Mumbai Bench of the National Company Law Tribunal (“NCLT” / “**Hon’ble Tribunal**”) in the Company Scheme Application No. **C.A.(CAA) – 204/2022** referred to hereinabove (“**Order**”), the meeting of the equity shareholders of the Company is being convened and held for the purpose of considering and, if thought fit, approving the arrangement embodied in the above Scheme on Friday, October 14, 2022 through video conferencing (“**VC**”) / other audio-visual means (“**OAVM**”). The Company has provided the facility and option of voting on the resolution for approval of the Scheme by casting votes through (a) E-voting system available during the Meeting (“**Insta Poll**”); and (b) through remote electronic voting (“**Remote E-voting**”) during the period commencing from Monday, October 10, 2022, at 09:00 a.m. (IST) to October 13, 2022, at 05:00 p.m. (IST) (“**Remote E-voting Period**”). The copy of the said Order is enclosed as **Annexure 2**.

3. PARTICULARS OF THE COMPANIES WHO ARE PARTIES TO THE SCHEME

1. Zee Entertainment Enterprises Limited

- (a) The Transferor Company 1 having corporate identification number L92132MH1982PLC028767, was incorporated on November 25, 1982, under the provisions of the Companies Act, 1956 under the name of “Empire Holding Limited”. The name of the Transferor Company 1 was subsequently changed to “Zee Telefilms Limited”, and a fresh Certificate of Incorporation dated September 08, 1992, was issued pursuant to change in name. The name of the Transferor Company 1 was further changed to its present name i.e., “Zee Entertainment Enterprises Limited” and a fresh Certificate of Incorporation dated January 10, 2007, was issued pursuant to change in name. There has been no change in the name of the Transferor Company 1 during the last five (5) years.
- (b) The registered office of the Transferor Company 1 is situated at 18th Floor, 'A' wing, Marathon Futurex NM Joshi Marg, Lower Parel, Mumbai – 400013. There has been no change in the registered office the Company during the last five (5) years.
- (c) The Transferor Company 1 is a public company within the meaning of the Act. The equity shares of the Transferor Company 1 are listed on the BSE Limited (“**BSE**”) and the National Stock Exchange of India Limited (“**NSE**”). The Permanent Account Number of the Transferor Company 1 is AAACZ0243R. The email address is shareservice@zee.com and website is www.zee.com.

- (d) The Transferor Company 1 is *inter-alia* engaged in the business of TV content development, broadcasting of regional and international entertainment, satellite television channels, movies, music, and digital business. The main objects of the Transferor Company 1 are set out in Clause III (A) of its Memorandum of Association are as under:

1. To invest the capital and other moneys of the Company in the purchase or upon the Security of shares, stocks, debentures, debentures stock, bonds, mortgages obligations, estates, buildings, land business, manufacturing concerns and securities carrying on business in shares, stocks, debentures, debenture stocks, bonds, mortgages, obligations and other securities of Commissioners, Trust, Municipal or Local Authority, Government corporation, companies and to carry on business of Underwriters, film financing, hire purchase financing, and to carry on business of financing industrial enterprises, trade and business to carry on the business of leasing Company.

2. To borrow, advance, deposit or lend moneys, securities and property from, to or with such persons and on such terms as may seem expedient, to discount, buy, sell and deal in bills, notes, warrants, coupons, import entitlements and other negotiable or transferable securities or documents, to guarantee or become liable for the payment of money or for the performance of obligations, and generally to transact guarantees and/or Trust business provided the Company shall not carry on Banking business as defined by Banking Regulation Act, 1949 and subject to the provisions of the Act and directives of Reserve Bank of India.

2 (A) To manufacture, buy, sell, import, export, hire, take on lease, to exhibit, distribute and to deal in any other manner in films both of our manufacturer or other manufacture Indian or Foreign, in India or elsewhere, outside India and also to engage agents or representatives for the above or any other purposes of the Company and to remunerate such agents, representatives and cinematographic films and pictures and to engage Directors, Dialogue and Scenarian writer, Film Editors, Story Writers and other persons, Technicians, Engineers, Sound experts, Camera man, Musicians, Art Directors, Artists, Painters, Carpenters and other experts necessary for conducting the business of the Company and to pay remunerate persons so engaged.

(B) To undertake, manage and otherwise engage in the business of Telecommunication, Telecasting, Broadcasting through Satellite, Terrestrial, Cable, Airborne, by hiring, taking on lease, purchase of transponders, Transmitters, microwaves, time slots or such modern means in India and abroad.

(i) To buy, sell, procure, commission films and entertainment Software (Programmes) for their exhibition, distribution and dissemination on TV channels be satellite TV channels or terrestrial TV channels or cable channels or through DTH through pay channels using existing and/or emerging technologies, including distribution via internet, or web casting or exhibition in cinema and/or video theatres in all forms, be it as analogue signal or digital signals or through sale of physical material like cassettes including audio cassettes, video cassettes, digital video disc, CD ROM's etc.



There has been no change in the object clause of the Transferor Company 1 during the last 5 (five) years.

- (e) The share capital of Transferor Company 1 as on the date of this Notice is as under:

Particulars	(Amount in INR)
Authorised Share Capital	
2,00,00,00,000 Equity Shares of Re. 1/- each	2,00,00,00,000
2,10,00,00,000 Bonus Preference Shares of INR 10/- each	21,00,00,00,000
Total	23,00,00,00,000
Issued, Subscribed and Paid-up Share Capital	
96,05,19,420 equity shares of Re. 1/- each	96,05,19,420
Total	96,05,19,420

- (f) The details of Promoters and Directors of the Transferor Company 1 as on the date of the Notice along with their addresses are mentioned herein below:

Sr. No.	Name	Address
Promoters		
1	Cyquator Media Services Private Limited	18 th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai 400013
2	Essel Corporate LLP	18 th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai 400013
3	Sprit Infrapower & Multiventures Private Limited	18 th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai 400013
4	Essel Infraprojects Limited	513/A, 5 th Floor, Kohinoor City, Kirool Road, Kurla (west), Mumbai 400070
5	Essel Media Ventures Limited	Suite 308, St James Court, St Denis Street, Port Louis, Mauritius
6	Sunbright International Holdings Limited (formerly known as Essel Holdings Limited)	Suite 308, St James Court, St Denis Street, Port Louis, Mauritius
7	Essel International Limited	Suite 308, St James Court, St Denis Street, Port Louis, Mauritius
8	Subhash Chandra	1 st floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020

9	Sushila Devi	1 st floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
10	Amit Goenka	4 & 5 th floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
Directors		
1	Adesh Kumar Gupta (DIN: 00020403)	701, Tagore Avenue, Tagore Road, Santacruz West Mumbai 400054
2	Punit Goenka (DIN: 00031263)	6 & 7 th Floor, Vasant Sagar Properties Pvt Ltd A Road, Opp. Jay Hind College, Churchgate Mumbai 400020
3	Vivek Mehra (DIN: 00101328)	B-314, New Friends Colony, New Delhi-110025
4	Piyush Pandey (DIN: 00114673)	1 st Floor, Krishna Kunj, Road No 5, Off Cadell Road, Mahim, Mumbai 400 016
5	Sasha Gulu Mirchandani (DIN: 01179921)	162, Tahnee Heights, Petit Hall, Napean Sea Road, Mumbai – 400006
6	Rajarangamani Gopalan (DIN: 01624555)	D-256, 3 rd Floor Defence Colony, Lajpat Nagar, South Delhi, Delhi 110024
7	Alicia Yi (DIN: 08734283)	72 Grange Road 09-02, Singapore - 249576

- (g) Copy of consolidated and standalone unaudited financial statements of the Transferor Company 1 for the quarter ended on June 30, 2022, are attached hereto as **Annexure 3**.

2. Bangla Entertainment Private Limited

- (a) Bangla Entertainment Private Limited, having corporate identification number U92199MH2007PTC270854, was incorporated on February 01, 2007, under the provisions of the Companies Act, 1956 under the name of “Bangla Entertainment Private Limited”. There has been no change in the name of the Transferor Company 2 during the last 5 (five) years.
- (b) The Transferor Company 2 shifted its registered office from the State of West Bengal to the State of Maharashtra and Certificate of Registration of the Regional Director’s order for change of Registered Office was issued on December 21, 2015, by the Deputy Registrar of Companies, Mumbai. The current registered office of the Transferor Company 2 is situated at 4th Floor, Interface, Building No. 7, Off. Malad Link Road, Malad (West), Mumbai 400 064. There has been no change in the registered office of the Transferor Company 2 during the last 5 (five) years.
- (c) The Transferor Company 2 is a private company within the meaning of the Act and shares of the Transferor Company 2 are not listed on any of the stock exchanges. The



Permanent Account Number of the Transferor Company 2 is AADCB0467E. The email address Beplsecretarial@setindia.com and website is www.aath.in.

- (d) The Transferor Company 2 is, *inter alia*, engaged in the business of acquisition, production, distribution, and broadcast of audio-visual content for exploitation of such program services on a worldwide basis. The main objects of the Transferor Company 2 are set out in Clause III (A) of its Memorandum of Association are as under:

“1. To carry on all or any of the business of hoisting of Television Channel, Film Production, video production, Telefilm Production, Editing of Film / Video Production, Remixing, Processing of Film / Video Production, Corporation / Ad Film, Audio Production, Graphic, to produce and /or acquire Film/Video /fiction / Non-fiction or any satellite channel In India or abroad.

2. To carry on the business of, computer aided design and drafting, preparation & networking services, technical assistance for information technology of all kinds of news channel, sports channel, cine films, video films, tele films, documentary films, advertising films, tele cartoons, TV serials, slides in all languages.

3. To carry on in India or elsewhere the business to present, produce, arrange, manage, organize, conduct, sponsor, compose, edit, plan, design, exhibit, demonstrate, promote, operate, participate, collaborate and run at national and international level all sorts of shows and modelling, films, programmes of all kinds of sports, lifestyle, fashion show, news and current affairs, song, music, dance, film star, pop star, T.V. channels, websites and for the purpose to engage, book of hire artist, authors, story writers, musicians, models, performer, and other persons and agencies etc.”

There has been no change in the Object Clause of the Transferor Company 2 during the last 5 (five) years.

- (e) The Share Capital of the Transferor Company 2 as on the date of this Notice is as under:

Particulars	(Amount in INR)
Authorised Share Capital	
50,00,000 Equity Shares having a face value of INR 10/-each	5,00,00,000
Total	5,00,00,000
Issued, Subscribed and Paid-up Share Capital	
18,06,640 Equity Shares having a face value of INR 10/-each	1,80,66,400
Total	1,80,66,400



- (f) The details of the Promoters and the Directors of the Transferor Company 2 as on the date of the Notice along with their addresses are mentioned herein below:

Sr. No.	Name	Address
Promoters		
1	South Asian Regional Investments Singapore, Pte. Ltd.	5 Tampines Central 6, #05-10 Telepark, Singapore 529482
2	South Asian Regional Investments Singapore II, Pte. Ltd.	5 Tampines Central 6, #05-10 Telepark, Singapore 529482
Directors		
1	Narinder Pal Singh	22, Harshavardhan, 2 nd Floor, J. P. Road, Near Aram Nagar, Versova, Andheri (West), Mumbai-400061
2	Ashok Nambissan	Flat No. 1701, 17 th Floor, Anmol Prestige, Excel Estate, 309/10, S.V. Road, Opp. Patel Petrol Pump, Village Pahad, Moti Lal Nagar, Goregaon (West), Mumbai- 400062

- (g) The unaudited financial statements for the quarter ended on June 30, 2022 of the Transferor Company 2 are included in **Annexure 4** attached herewith.

3. **Culver Max Entertainment Private Limited (formerly, Sony Pictures Networks India Private Limited)**

- (i) Transferee Company, having corporate identification number U92100MH1995PTC111487 was incorporated on September 18, 1995, under the provisions of the Companies Act, 1956 under the name of “Set India Private Limited”. The name “Set India Private Limited” was subsequently changed to “Set India Limited” with effect from July 01, 1998, which was further changed to “Set India Private Limited” with effect from March 16, 2001. On November 21, 2007, the name of the Transferee Company was changed to “Multi Screen Media Private Limited” in terms of fresh Certificate of Incorporation issued by the Registrar of Companies, Mumbai. The name of the Transferee Company was further changed from “Multi Screen Media Private Limited” to “Sony Pictures Networks India Private Limited” in terms of Certificate of Incorporation pursuant to change of name dated December 11, 2015. The name of the Transferee Company was further changed to its present name i.e., “Culver Max Entertainment Private Limited” in terms of Certificate of Incorporation pursuant to change of name dated April 20, 2022.
- (ii) The registered office of the Transferee Company was shifted from the NCT of Delhi to the State of Maharashtra by way of Certificate dated October 23, 1997, issued by the Registrar of Companies, Mumbai. The current registered office of the Transferee

Company is situated at 4th Floor, Interface, Building No. 7, Off. Malad Link Road, Malad (West), Mumbai 400 064. There has been no change in the registered office of the Transferee Company during the last 5 (five) years.

- (iii) The Transferee Company is a private company within the meaning of the Act and shares of the Transferee Company are not listed on any of the stock exchange. The Permanent Account Number of the Transferee Company is AABCS1728D. The email address is Spnsecretarial@setindia.com and website is www.sonypicturesnetworks.com.
- (iv) The Transferee Company is, *inter alia*, engaged in the business of, *inter alia* (a) creating, owning, operating, programming, providing, transmitting, distributing and promoting linear and non-linear non-news program services, including sports program services, delivered by any means primarily to viewers in India and the Indian diaspora globally, and (b) production, exhibition, broadcast, re-broadcast, transmission, re-transmission or other exploitation of non-news audio-visual content, including sports content, in any format or in any language spoken in India (including English) for exploitation of such program services. The main objects of the Transferee Company are set out in Clause III (A) of its Memorandum of Association. A few of the main objects as stated in the Memorandum of Association of Transferee Company are as under:

“1. To carry on the business of creating, owning, operating, broadcasting, re-broadcasting, producing, programming, transmitting, re-transmitting, distributing, promoting, exploiting, syndicating, developing, licensing, exhibiting, importing, trading, and streaming through any media, audio or visual or audio-visual content, including without limitation, sports content, video programmes, telefilms, advertisement films, cinematographic films, audio-visual games and games shows, children’s programmes, knowledge based programmes, educational programmes, documentaries, soaps, animation films, chat shows, television, web and other serials in all languages, dramatic and other performances of all kinds whatsoever, live or recorded whether in public or private, through any media, platforms (including any over the top platforms or video on demand service), applications or other technologies now in vogue or which may be developed hereafter or providing any services in connection with the foregoing, including technical, post production, sales and other services in respect of such activities.

2. To set up, establish, construct, acquire, manage, lease, hire purchase, sell or otherwise acquire and to rent or sublet any studios (including animation studios), video and cinematography equipment, cinema houses, theatres, sports arenas and stadiums, concert halls, picture places, entertainment halls and other such places and facilities of whatsoever in nature and purpose, in connection with the activities set out above.

3. To develop human resource by recruiting, educating and employing, bringing up and giving intensive training in various disciplines of broadcasting, streaming, production,, management and marketing techniques of video and audio programmes both live and recorded, audio-visual games and games shows, games and sports of all kinds both indoor and outdoor, telefilms, feature films,



advertisement films and to invite and employ experts from foreign countries or to send students, trainees, experts, instructors abroad for further training, education, learning, managing, organising, directing, art, skill, method of acting, singing and to do other similar acts.

4. To record, dub, mix, duplicate, distribute, stream, buy, sell, import and export of all kinds of audio-visual programmes including audio-visual games, fantasy games, other games and sports of all kinds both indoor and outdoor, audio and video cassettes, records, merchandise, compact disc and laser discs and to provide programming, technical, post production, sales and other services in respect of production of television and audio visual programmes and/or cinematograph films by or through any media, platforms, applications or other technologies now in vogue or which may be developed hereafter.”

- (v) The members of the Transferee Company, by way of a special resolution passed at its extra ordinary general meeting held on March 28, 2022, approved an alteration in the Memorandum of Association of the Transferee Company.
- (vi) The Share Capital of the Transferee Company as on the date of this Notice is as under:

Particulars	(Amount in INR)
Authorised Share Capital	
8,51,00,000 Equity Shares having a face value of INR 10/- each	85,10,00,000
Total	85,10,00,000
Issued, Subscribed and Paid-up Share Capital	
1,18,83,660 Equity Shares having a face value of INR 10/- each	11,88,36,600
Total	11,88,36,600

- (vii) The details of Promoters and Directors of the Transferee Company as on the date of the Notice along with their addresses are mentioned herein below:

Sr. No.	Name	Address
Promoters		
1	SPE Mauritius Holdings Limited	c/o Ocorian Corporate Services (Mauritius) Limited, 6 th Floor, Tower A, 1 Cybercity, Ebene, Mauritius
2	SPE Mauritius Investments Limited	c/o Ocorian Corporate Services (Mauritius) Limited, 6 th Floor, Tower A, 1 Cybercity, Ebene, Mauritius
3	CPE India Holdings LLC	10202 West Washington Boulevard Culver City, California 90232-3195, USA



4	South Asian Regional Investments Singapore, Pte. Ltd.	5 Tampines Central 6, #05-10 Telepark, Singapore 529482
5	South Asian Regional Investments Singapore II, Pte. Ltd.	5 Tampines Central 6, #05-10 Telepark, Singapore 529482
6	SPE Singapore Holdings Inc.	10202 West Washington Boulevard Culver City, California 90232-3195, USA
Directors		
1	Narinder Pal Singh	22, Harshavardhan, 2 nd Floor, J. P. Road, Near Aram Nagar, Versova, Andheri (West), Mumbai-400061
2	Ashok Nambissan	Flat No. 1701, 17 th Floor, Anmol Prestige, Excel Estate, 309/10, S.V. Road, Opp. Patel Petrol Pump, Village Pahad, Moti Lal Nagar, Goregaon (West), Mumbai- 400062
3	Erik Illiseh Moreno Jacho	171 S Layton Dr Los Angeles, CA, USA- 90049
4	Ravi Singh Ahuja	10428 Sunset Blvd, Los Angeles, CA, USA- 90077
5	Drew Michael Shearer	1212 Alm Eve, Manhattan Beach, California, Los Angeles, USA- 90266
6	Naomi Matsuoka	#2606,1-23-23, Takanawa, Minato-ku, Tokyo

(viii) The unaudited financial statements for the quarter ended on June 30, 2022 of the Transferee Company are included in **Annexure 5** attached herewith.

4. RELATIONSHIP SUBSISTING BETWEEN COMPANIES WHO ARE PARTIES TO THE SCHEME

The Transferee Company and the Transferor Company 2 are indirect-wholly owned subsidiaries of Sony Pictures Entertainment Inc. The Transferor Company 1 is not related to the Transferee Company or the Transferor Company 2.

5. APPROVAL TO THE SCHEME BY BOARD OF DIRECTORS

Transferor Company 1

- (a) In accordance with the provisions of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665, dated November 23, 2021 (to the extent applicable), as amended (“**SEBI Merger Circular**”) and applicable provision of the Act, the Audit Committee of Transferor Company 1 vide resolution passed on December 21, 2021, recommended the Scheme to the Board of Directors of the Transferor Company 1 for their approval. The Committee of Independent Directors of the Transferor Company 1 vide resolution passed on December 21, 2021,



recommended the Scheme to the Board of Directors of the Transferor Company 1 for their approval.

- (b) Based upon the reports submitted by the Audit Committee and the Committee of Independent Directors recommending the proposed Scheme, the Board of Directors of the Transferor Company 1 unanimously approved the Scheme at its meeting held on December 21, 2021. Mr. Punit Goenka, Managing Director of the Transferor Company 1, abstained from voting due to conflict of interest and Ms. Alicia Yi had taken leave of absence from attending the meeting. The details of name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution is as under:

Sr. No.	Name of Director	Voted in favour / against / did not participate or vote
1.	Mr. Punit Goenka	did not participate
2.	Mr. R. Gopalan, Chairman	Voted in favour
3.	Mr. Vivek Mehra	Voted in favour
4.	Mr. Adesh Kumar Gupta	Voted in favour
5.	Mr. Piyush Pandey	Voted in favour
6.	Mr. Sasha Mirchandani	Voted in favour
7.	Ms. Alicia Yi	Took a leave of absence

Transferor Company 2

- (c) The Board of Directors of the Transferor Company 2 unanimously approved the Scheme at its meeting held on December 21, 2021. The details of name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution is as under:

Sr. No.	Name of Director	Voted in favour / against / did not participate or vote
1.	Mr. Narinder Pal Singh	Voted in favour
2.	Mr. Ashok Nambissan	Voted in favour

Transferee Company:

- (d) The Board of Directors of the Transferee Company unanimously approved the Scheme at its meeting held on December 21, 2021. The details of name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution is as under:

Sr. No.	Name of Director	Voted in favour / against / did not participate or vote
1.	Mr. Narinder Pal Singh	Voted in favour
2.	Mr. Ashok Nambissan	Voted in favour



6. SALIENT FEATURES OF THE SCHEME

The salient features of the Scheme are, *inter alia*, as follows:-

1. Definitions as per Clause C.1.1 of the Scheme

(d) “Appointed Date” shall mean the Effective Date.

(m) “Effective Date” has the meaning assigned to such term in Clause 5.1 of Section V of the Scheme. Any references in this Scheme to “upon this Scheme becoming effective” or “upon the effectiveness of this Scheme” or “upon this Scheme coming into effect” means and refers to the Effective Date.

(o) “Essel Group” means the Persons set out in Schedule A of the Scheme.

(p) “Essel Mauritius” means Sunbright International Holdings Limited (formerly known as Essel Holdings Limited).

(q) “Essel Mauritius SPV” means Sunbright Mauritius Investment Limited.

(r) “Essel Subscription Amount” shall mean INR 1101,30,91,800 (Eleven Hundred and One Crore Thirty Lakh Ninety-One Thousand and Eight Hundred), being the aggregate consideration to be paid by Essel Mauritius and Essel Mauritius SPV, in the proportion set out in Schedule E, in accordance with Section I of the Scheme for subscription to the Essel Subscription Shares.

(s) “Essel Subscription Shares” shall mean 3,67,10,306 (Three Crores Sixty-Seven Lakhs Ten Thousand Three Hundred and Six) Equity Shares of the Transferee Company having a face value of INR 1 (Indian Rupee One) each to be issued to Essel Mauritius and Essel Mauritius SPV by way of a preferential issue, in the proportion set out in Schedule E.

(aa) “Merger Cooperation Agreement” means the merger cooperation agreement dated December 22, 2021 executed amongst the Transferor Company 1, Transferor Company 2 and Transferee Company.

(bb) “Non-Compete Fee” has the meaning assigned to such term in Clause 4.2 of Section IV of this Scheme.

(mm) “Sony Group” means SPE Mauritius Investments Limited and SPE Mauritius Holdings Limited.

(oo) “SPE Mauritius” means SPE Mauritius Investments Limited, a person incorporated under the laws of Mauritius and having its registered office at 6th Floor, Tower ‘A’, 1 Cybercity, Ebene Mauritius.

(pp) “SPNI Bonus Shares” shall mean 475,346,400 (Four Hundred And Seventy Five Million Three Hundred And Forty Six Thousand And Four Hundred) Equity Shares of the



Transferee Company having a face value of INR 1 (Indian Rupee One) each to be issued by way of a bonus issue.

(qq) “SPNI Share Issuance Record Date” means the date to be fixed by the Board of the Transferee Company for the purpose of determining the shareholders of Transferee Company that are to be offered shares of the Transferee Company, pursuant to Section I of this Scheme.

(rr) “SPNI Shareholder(s)” means the equity shareholders of the Transferee Company as on the SPNI Share Issuance Record Date.

(ss) “SPNI Subscription Amount” shall mean INR 7948,69,08,300 (Seventy-Nine Hundred and Forty-Eight Crore Sixty Nine Lakh Eight Thousand and Three Hundred), being the aggregate consideration to be paid by the SPNI Shareholder(s) in accordance with Section I of the Scheme for subscription to the SPNI Subscription Shares.

(tt) “SPNI Subscription Shares” shall mean 264,956,361 (Two Hundred And Sixty Four Million Nine Hundred And Fifty Six Thousand Three Hundred And Sixty One) Equity Shares of the Transferee Company having a face value of INR 1 (One) each to be issued to the SPNI Shareholder(s) by way of a rights issue.

(ccc) “ZEEL Director” means Mr. Punit Goenka, a person resident in India, currently residing at 7th Floor, Vasant Sagar Properties Pvt. Ltd, A Road, Opp Jai Hind College, Churchgate, Mumbai and having permanent account number AAEPG2529E.

2. As per Clause 2.1 of **Section I** of the Scheme, upon the Scheme coming into effect on the Effective Date, and in accordance with Clause 6 of Section V of the Scheme:

- (a) The Transferee Company shall sub-divide each Equity Share having a face value of INR 10 (Indian Rupees Ten) into 10 (Ten) Equity Shares having a face value of INR 1 (One) each.
- (b) After taking into effect the sub-division of the Equity Shares of the Transferee Company as contemplated in (a) above, the authorised share capital clause of the memorandum of association of the Transferee Company is to stand modified and read as follows:

“The Authorised Share Capital of the Company is INR 85,10,00,000 (Indian Rupees Eighty Five Crores Ten Lakhs only) divided into 85,10,00,000 (Eighty Five Crores Ten Lakhs only) equity shares of face value of INR 1 (Indian Rupees One only) each.”

- (c) The Board of the Transferee Company shall issue and allot the SPNI Bonus Shares by way of a bonus issue to the SPNI Shareholder(s) in proportion to their shareholding in the Transferee Company as on the SPNI Share Issuance Record Date.
- (d) The Board of the Transferee Company shall without any further act, instrument or deed, (subject to receipt of the SPNI Subscription Amount in the Designated Bank Account (as defined in the Scheme)), issue and allot the SPNI Subscription Shares by

way of a rights issue to the relevant SPNI Shareholder(s) who subscribe to the rights issue, in consideration of the SPNI Subscription Amount paid by such SPNI Shareholder(s) to the Transferee Company into the Designated Bank Account on the Closing Date (as defined in the Scheme).

- (e) Upon completion of the actions set forth herein above, the Board of the Transferee Company shall (subject to receipt of the Essel Subscription Amount), issue and allot the Essel Subscription Shares by way of preferential issue to Essel Mauritius and Essel Mauritius SPV, in the proportion set out in Schedule E of the Scheme and in consideration of the Essel Subscription Amount paid by Essel Mauritius and Essel Mauritius SPV to the Transferee Company in the proportion set out in Schedule E of the Scheme.

The Equity Shares issued by the Transferee Company shall be issued in dematerialized form and the register of members and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of applicable laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of such Equity Shares by the Transferee Company in terms of this Scheme.

3. **Section II** of the Scheme provides for amalgamation of the Transferor Company 1 with and into the Transferee Company and the dissolution without winding up of the Transferor Company 1, pursuant to and under Sections 230 to 232 and other applicable provisions of the Act and rules made thereunder, the SEBI Merger Circular and the SEBI Listing Regulations and shall be in accordance with Section 2 (1B) of the (Indian) Income Tax Act, 1961:

- (a) As per Clause 3.1 of Section II of the Scheme, in consideration of the amalgamation of the Transferor Company 1 with the Transferee Company, the Transferee Company shall (after taking into effect the Share Issuance, Bonus Issuance and sub-division of the share capital of the Transferee Company in accordance with Section I of the Scheme) issue and allot to each shareholder of the Transferor Company 1 as on the Record Date, 85 (Eighty Five) fully paid-up Equity Shares of INR 1 (Indian Rupee One) each of the Transferee Company for every 100 (One Hundred) fully paid-up Equity Shares of INR 1 (Indian Rupee One) each of the Transferor Company 1.
- (b) As per Clause 3.8 of Section II of the Scheme, the Scheme is conditional upon the Scheme being approved by the members of the Parties in terms of the Act and approval of the public shareholders of the Transferor Company 1 through e-voting in terms of the SEBI Merger Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders against it.
- (c) As per Clause 4.1 of Section II of the Scheme, the Transferee Company shall account for the amalgamation of the Transferor Company 1 with the Transferee Company in its books of accounts in accordance with the Indian Accounting Standard 103 "Business Combinations" prescribed under Section 133 of the Act read with the relevant rules issued thereunder and other generally accepted accounting principles in



India and any other relevant or related requirement under the Act, as applicable on the Effective Date.

- (d) As per Clause 5 of Section II of the Scheme, upon the Scheme coming into effect, the Transferor Company 1 shall stand dissolved without winding up pursuant to the order of the Hon'ble Tribunal sanctioning the Scheme.
4. **Section III** of the Scheme provides for amalgamation of the Transferor Company 2 with and into the Transferee Company and the dissolution without winding up of the Transferor Company 2, pursuant to and under Sections 230 to 232 and other applicable provisions of the Act and rules made thereunder and shall be in accordance with Section 2 (1B) of the (Indian) Income Tax Act, 1961:
- (a) As per Clause 3.1 of Section III of the Scheme, in consideration of the amalgamation of the Transferor Company 2 with the Transferee Company, the Transferee Company shall (after taking into effect the Share Issuance, Bonus Issuance and sub-division of the share capital of the Transferee Company in accordance with Section I of the Scheme) issue and allot to each shareholder of the Transferor Company 2 whose name is recorded in the register of members as a member of the Transferor Company 2 as on the Record Date, 133 (One Hundred Thirty Three) fully paid-up Equity Shares of INR 1 (Indian Rupee One) each of the Transferee Company for every 10 (Ten) fully paid-up Equity Shares of INR 10 (Indian Rupees Ten) each of the Transferor Company 2.
- (b) As per Clause 4.1 of Section III of the Scheme, pursuant to the Scheme coming into effect, the Transferee Company shall account for the amalgamation of the Transferor Company 2 with the Transferee Company in its books of accounts as per the "Pooling of Interest" method prescribed under Appendix C of the Indian Accounting Standard - 103 – "Business Combinations" (IND AS 103) prescribed under Section 133 of the Act read with the relevant rules issued thereunder and other generally accepted accounting principles in India and any other relevant or related requirement under the Companies Act, as applicable on the Effective Date.
- (c) As per Clause 5 of Section III of the Scheme, upon the Scheme coming into effect, the Transferor Company 2 shall stand dissolved without winding up pursuant to the order of the Hon'ble Tribunal sanctioning the Scheme.
5. **Section IV** of the Scheme provides for certain arrangements amongst the Sony Group and the Essel Group:
- (a) As per Clause 1 of Section IV of the Scheme, on and from the Effective Date, the Sony Group and their respective Affiliates, and the Essel Group and their respective Affiliates, shall be categorized as separate and independent 'promoters' of the Transferee Company, as per the SEBI Listing Regulations and other Applicable Laws.
- (b) As per Clause 2.1 of Section IV of the Scheme, the Articles of the Transferee Company shall stand amended and restated in the form set out in Schedule B of the Scheme.

- (c) As per Clause 3.1 of Section IV of the Scheme, the ZEEL Director shall be appointed as the managing director and chief executive officer of the Transferee Company for a period of 5 (five) years from the Effective Date, subject to and on terms and conditions as agreed between the Transferee Company and the ZEEL Director. A summary of the key terms of the appointment of the ZEEL Director are set out in **Schedule C** of the Scheme.
- (d) As per Clause 3.2 of Section IV of the Scheme, on the approval of the Scheme by the board of directors and the shareholders of each of the Transferor Company 1, the Transferor Company 2 and the Transferee Company, pursuant to Sections 230-232 of the Act and other relevant provisions of the Act and rules made thereunder, the SEBI Merger Circular and the SEBI Listing Regulations, if applicable, it shall be deemed that the board of directors and the shareholders of each of the Transferor Company 1, the Transferor Company 2 and the Transferee Company have also accorded their consent under Section 196 of the Act and/ or any other applicable provisions of the Act and rules made thereunder, or under relevant provisions of the SEBI Listing Regulations and the Articles of Association of the Transferee Company for the aforesaid appointment of Mr. Punit Goenka as the managing director and chief executive officer of the Transferee Company for a period of 5 (five) years from the Effective Date, subject to and on the terms as agreed between the Transferee Company and the ZEEL Director, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Section 196 of the Act and/ or any other applicable provisions of the Act and rules made thereunder, or under relevant provisions of the SEBI Listing Regulations and the Articles of Association of the Transferee Company.
- (e) As per Clause 4.1 of Section IV of the Scheme, pursuant to (a) non-compete arrangements agreed between Essel Mauritius and SPE Mauritius Investments Limited which are effective on and from the Effective Date and (b) non-compete arrangements agreed between Mr. Subhash Chandra, Mr. Punit Goenka, Mr. Amit Goenka and SPE Mauritius Investments Limited which are effective on and from the Effective Date, the Essel Group has agreed to not compete with the SPE Mauritius. A summary of the key terms of such non-compete arrangements are set out in Schedule D of the Scheme. As per Clause 4.2 of Section IV of the Scheme, in addition to the requirements under the Act, the non-compete arrangements are conditional upon approval of the public shareholders by way of an ordinary resolution under the applicable provisions of the SEBI Listing Regulations. However, on the approval of the Scheme by the Board and the members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act and rules made thereunder, the SEBI Merger Circular and the SEBI Listing Regulations, if applicable, it shall be deemed that the Board and the members of each of the Parties have also accorded their consent under applicable law and the applicable provisions of the SEBI Listing Regulations and the relevant provisions of the articles of association, as may be applicable for payment of consideration from SPE Mauritius to Essel Mauritius as set out in Schedule D of the Scheme, and no further resolution or actions, including compliance with any procedural requirements, shall be required by the Transferee Company under applicable provisions of the Listing Regulations and/ or any other applicable provisions of the SEBI Listing Regulations, or under relevant provisions of



the SEBI Listing Regulations and the Articles of Association of the Transferee Company.

6. **Section V** of the Scheme provides for general terms and conditions applicable to the Scheme:
- (a) As per Clause 2.1 of Section V of the Scheme, the authorised share capital of the Transferor Company 1 and the Transferor Company 2 shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company. As a consequence, the authorised share capital of the Transferee Company shall stand enhanced to INR 23,90,10,00,000 (Indian Rupees Twenty-Three Hundred Ninety Crores and Ten Lakhs) divided into 23,90,10,00,000 (Twenty-Three Hundred Ninety Crores and Ten Lakhs) Equity Shares of face value of INR 1 (Indian Rupee One only) each.
 - (b) As per Clause 3.1 of Section V of the Scheme, the Transferee Company shall stand converted into a 'public company' in terms of the Act and rules made thereunder.
 - (c) As per Clause 3.2 of Section V of the Scheme, the memorandum of association shall be amended (to the extent required) to reflect the conversion contemplated in Clause 3.1 of Section V of the Scheme as required in terms of the Act and rules made thereunder.
 - (d) As per Clause 3.3 of Section V of the Scheme, the Articles of the Transferee Company shall be amended and restated to reflect the conversion contemplated in Clause 3.1 of Section V of the Scheme, in accordance with Clause 2 of Section IV of the Scheme.
 - (e) As per Clause 4.1 of Section V of the Scheme, the Equity Shares of the Transferee Company shall be listed and admitted for trading on the Stock Exchanges by virtue of the Scheme and in accordance with the provisions of Applicable Laws (including the SEBI Merger Circular). The Transferee Company shall make all requisite applications and shall otherwise comply with the provisions of the SEBI Merger Circular, and take all steps to get its Equity Shares listed on the Stock Exchanges and obtain the final listing and trading permissions.
 - (f) As per Clause 4.2 of Section V of the Scheme, the Equity Shares allotted by the Transferee Company pursuant to the Scheme shall remain frozen in the depository system till listing/ trading permission is given by the designated stock exchange. Clause 4.2 of Section V of the Scheme further provides that there shall be no change in the shareholding pattern of the Transferee Company between the later of Record Date, and the listing which may affect the status of such permission. In addition, Clause 4.2 of Section V of the Scheme also provides that the Transferee Company will not issue/ reissue any Equity Shares which are not covered under the Scheme.
 - (g) As per Clause 4.4 of Section V of the Scheme, any acquisition of shares, voting rights or control pursuant to the amalgamation of the Transferor Company 1 and Transferor Company 2 with the Transferee Company pursuant to the Scheme does not trigger any obligation to make an open offer, in terms of Regulation 10(1)(d) of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers)



Regulations, 2011 (“**Takeover Code**”). The Sony Group and the Essel Group shall not be considered to be ‘persons acting in concert’, in terms of the Takeover Code, for the purposes of the transactions contemplated under the Scheme.

7. As per Clause 5.1 of Section V of the Scheme, the Scheme shall become effective on the date on which the last of the following conditions are fulfilled in accordance with the terms of the Merger Cooperation Agreement (“**Effective Date**”):

(a) Approval of the members:

- (i) the requisite majorities in number and value of such classes of members as may be directed by the Hon’ble Tribunal or any other competent authority, as may be applicable, approving the Scheme;
- (ii) the votes cast by the public shareholders of the Transferor Company 1 in favour of the Scheme being more than the number of votes cast by the public shareholders of the Transferor Company 1 against the Scheme; and
- (iii) the public shareholders of the Transferor Company 1 shall have approved the Scheme by way of an ordinary resolution and all ‘interested persons’ as understood in terms of the SEBI Listing Regulations shall have abstained from voting in the relevant meeting of the members approving the Scheme;

in each case, in compliance with the provisions of the Act, the SEBI Merger Circular and the SEBI Listing Regulations that require seeking approval of a Party through e-voting.

- (b) The requisite majorities in number and value of such classes of secured and unsecured creditors as may be directed by the Hon’ble Tribunal or any other competent authority, as may be applicable, approving the Scheme.
- (c) The Parties having procured the Approval of the Competition Commission of India, in accordance with the provisions of Applicable Laws, to consummate the Scheme and other transactions contemplated under the Merger Cooperation Agreement, in a form and substance satisfactory to each Party.
- (d) The Scheme being sanctioned by the Hon’ble Tribunal under Sections 230 to 232 and any other applicable provisions of the Act and rules made thereunder, and each of the Parties having filed certified copies of the order of the Hon’ble Tribunal sanctioning the Scheme with RoC Mumbai within the statutory timelines.
- (e) The Parties having procured the Approval(s) from the Ministry of Information and Broadcasting, Government of India, for (i) the appointment of the ZEEL Director as the managing director and the chief executive officer of the Transferee Company; (ii) the appointment of each of the Independent Directors to the Board of the Transferee Company; and (iii) the appointment of each of the Sony Group Director(s), to the Board of the Transferee Company.



- (f) The Parties having made an application to the Ministry of Information and Broadcasting, Government of India for obtaining the approval of the Ministry of Information and Broadcasting, Government of India, in accordance with the provisions of Applicable Laws for the transfer of the licenses obtained by Transferor Company 1 and Transferor Company 2 in relation to the up-linking and down-linking of television channels (as applicable) to the Transferee Company, pursuant to the Scheme.
 - (g) The satisfaction (or waiver in writing) of such other conditions as have been mutually agreed between the Parties in writing in the Merger Cooperation Agreement.
 - (h) The occurrence of the Closing Date in terms of the Merger Cooperation Agreement.
8. As per Clause 5.2 of Section V of the Scheme, each of the Parties is required to file the order of the Hon'ble Tribunal approving the Scheme with RoC Mumbai within a period of 30 (thirty) days of receipt of such order. In case the Scheme does not become effective in terms of Clause 5.1 of the Scheme above, within a period of 30 (thirty) days of receipt of the order of the Hon'ble Tribunal approving the Scheme, each of the Parties shall file an intimation with RoC Mumbai within 30 (thirty) days of the Effective Date.
9. As per Clause 6 of Section V of the Scheme, upon the sanction of the Scheme and upon the Scheme coming into effect on the Effective Date, the following shall be deemed to have occurred / shall occur and become effective and operative, only in the sequence and in the order mentioned hereunder:

Firstly, the following actions under Section I of the Scheme shall occur:

- a) sub-division of the Equity Shares of the Transferee Company in accordance with Section I of the Scheme;
- b) issuance and allotment of the SPNI Bonus Shares by the Transferee Company to the SPNI Shareholder(s) in accordance with Section I of the Scheme;
- c) issuance and allotment of the SPNI Subscription Shares by the Transferee Company to the SPNI Shareholder(s) in consideration of the contribution of the SPNI Subscription Amount by the SPNI Shareholder(s) to the Transferee Company, in accordance with Section I of the Scheme;
- d) issuance and allotment of the Essel Subscription Shares by the Transferee Company to Essel Mauritius and Essel Mauritius SPV, in the proportion set out in Schedule E, in consideration of the contribution of the Essel Subscription Amount by Essel Mauritius and Essel Mauritius SPV to the Transferee Company, in the proportion set out in Schedule E and in accordance with Section I of the Scheme;

Subsequently, the following actions under Sections II, III, IV and V of the Scheme shall occur:

- e) amalgamation of the Transferor Company 1 into and with the Transferee Company in accordance with Section II of the Scheme;



- f) amalgamation of the Transferor Company 2 into and with the Transferee Company in accordance with Section III of the Scheme;
 - g) transfer of the authorised share capital of each of the Transferor Company 1 and Transferor Company 2 to the Transferee Company in accordance with Clause 2 of Section V of the Scheme, and consequential increase in the authorised share capital of the Transferee Company;
 - h) issue and allotment of Equity Shares of the Transferee Company by the Transferee Company to the shareholders of the Transferor Company 1 (as of the Record Date) in accordance with Clause 3 of Section II of the Scheme and to the shareholders of the Transferor Company 2 (as of the Record Date) in accordance with Clause 3 of Section III of the Scheme;
 - i) appointment of the ZEEL Director as the managing director and chief executive officer of the Transferee Company in accordance with the terms of the Scheme;
 - j) conversion of the Transferee Company into a ‘public company’ in accordance with Clause 3 of Section V of the Scheme, and the consequential amendment of the memorandum of association and the Articles of the Transferee Company;
 - k) dissolution of the Transferor Company 1 without winding-up in accordance with Clause 5 of Section II of the Scheme;
 - l) dissolution of the Transferor Company 2 without winding-up in accordance with Clause 5 of Section III of the Scheme; and
 - m) listing of the Equity Shares of the Transferee Company in accordance with Clause 4 of Section V of the Scheme.
10. As per Clause 12 of Section V of the Scheme, except as otherwise contemplated in the Merger Cooperation Agreement, each of the Parties shall bear all their respective costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto.

The features set out above are only the salient features of the Scheme. The equity shareholders of the Company are requested to read the entire text of the Scheme to get themselves fully acquainted with the provisions thereof.

7. SUMMARY OF VALUATION REPORT INCLUDING BASIS OF VALUATION AND THE FAIRNESS OPINION

- 1. The management of the Company have appointed GT Valuation Advisors Private Limited, Registered Valuer Entity – Securities and Financial Assets (IBBI Registration No. IBBI/RV-E/05/2020/134) (“**Valuer**”), as Independent Registered Valuer to recommend a Share Entitlement Ratios for allotment of equity shares of the Transferee Company to the equity shareholders of Transferor Companies pursuant to the proposed Scheme. Accordingly, Share Entitlement Ratio Report dated December 21, 2021 (“**Valuation**”



Report”), was issued by GT Valuation Advisors Private Limited, a copy of which is enclosed as **Annexure 6**.

- (a) The Valuer carried out independent analysis using generally accepted valuation methodologies. In particular, the Valuer have considered the Market Price Method, the Comparable Companies Multiple Method, Discounted Cash Flow Method, to the extent relevant and applicable. The Scheme of Arrangement would normally be proceeded with, on the assumption that the companies being part of the amalgamation process are going concerns and an actual realization of their operating assets is not contemplated. Hence, the Net Asset Value Method has not been considered.
 - (b) The equity value for the Transferor Company 1 considered for the equity share entitlement ratio was based on the Market Price Method and Discounted Cash Flow Method. The equity value for the Transferor Company 2 and Transferee Company considered for the equity share entitlement ratio was based on the Comparable Companies Multiple Method and Discounted Cash Flow Method.
 - (c) The share entitlement ratio was determined on the basis of relative equity valuation of the Companies and the relative equity values derived for each Company was determined by applying appropriate weights to the values under the above methods, to the extent considered relevant.
2. The management of the Company has appointed independent Merchant Bankers viz. (i) Duff & Phelps India Private Limited and (ii) ICICI Securities Limited to provide an independent opinion to the board of directors of the Company as to the fairness of the share entitlement ratio recommended by the Valuer to the shareholders of the Company. Duff & Phelps India Private Limited has submitted fairness opinion report dated December 21, 2021 opining that share entitlement ratio provided in the Valuation Report as recommended by GT Valuation Advisors Private Limited is fair, from a financial point of view, to the holders of Equity Shares of Transferor Company 1, the copy of which is enclosed as Annexure 7A. ICICI Securities Limited has submitted fairness opinion report dated December 21, 2021 opining that share exchange ratio as recommended by GT Valuation Advisors Private Limited is fair and reasonable, the copy of which is enclosed as Annexure 7B.
8. There is no capital or debt restructuring being undertaken pursuant to the Scheme.
- 9. RATIONALE FOR THE SCHEME AND THE BENEFITS OF THE SCHEME AS PERCEIVED BY THE BOARD OF DIRECTORS OF THE COMPANY TO THE COMPANY, SHAREHOLDERS, CREDITORS AND OTHERS**

The Transferee Company is *inter alia* engaged in the business of (1) creating, owning, operating, programming, providing, transmitting, distributing and promoting linear and non-linear, non-news program services, including sports program services, delivered by any means primarily to viewers in India and the Indian diaspora globally, and (2) production, exhibition, broadcast, re-broadcast, transmission, re-transmission or other exploitation of non-news audio-visual content, including sports content, in any format or in any language spoken in India (including English) for exploitation of such program services.



The Transferor Company 1 is *inter alia* engaged in the business of TV content development, broadcasting of regional and international entertainment satellite television channels, movies, music and digital business.

The Transferor Company 2 is *inter alia* engaged in business of acquisition, production, distribution and broadcast of audio-visual content for exploitation of such program services on a worldwide basis.

With a view to consolidate the business interests of the Parties, the Parties have decided that the Transferor Company 1 and the Transferor Company 2 with all their business interests, be amalgamated with the Transferee Company.

The Parties believe that (a) the proposed sub-division of the share capital of the Transferee Company, the Bonus Issuance to the SPNI Shareholder(s) and Share Issuance to the SPNI Shareholder(s) and Essel Mauritius and Essel Mauritius SPV; (b) the proposed amalgamation of the Transferor Company 1 with and into the Transferee Company; (c) the proposed amalgamation of the Transferor Company 2 with and into the Transferee Company, and (d) the other arrangements contemplated under the Scheme, would be to the benefit of the shareholders and creditors of each of the Parties and would, *inter alia*, have the following benefits:

- (a) the proposed amalgamation and Share Issuance will enable the Parties to combine their businesses and create a financially strong amalgamated company. Each of the Parties bring well recognized entertainment offerings across platforms that will enable the amalgamated company to cater to the entertainment needs of viewers across various segments and age groups;
- (b) the Parties have a history of bringing quality entertainment content to audiences across India. The amalgamated company will be well positioned to capitalize on the growth in the television broadcasting market;
- (c) each of the Parties have a strong presence in the digital media space. Transferor Company 1 and Transferee Company are amongst the leading over the top platforms. Each of the Parties' content and strengths when combined will position the amalgamated company to capitalize on the rapid growth in the digital market and compete with market leaders;
- (d) the combined scale and audience reach of the amalgamated company across television and digital platforms, will also enable it to compete effectively for advertisers. The financial strength of the amalgamated company will also enable it to compete effectively for acquiring upcoming rights to marquee sporting events across cricket and other sports; and
- (e) each of the Parties have a strong brand recall across both television and digital media markets and as both markets evolve and grow, the amalgamated company will be well positioned to compete effectively with its peers in these markets. The transactions contemplated by the Scheme provides an opportunity that benefits all the stakeholders of the Parties.

10. RATIONALE BEHIND SUB-DIVISION, BONUS ISSUE, RIGHT ISSUE AND PREFERENTIAL ALLOTMENT

- (a) Paid up equity share capital of (i) the Transferee Company comprises of 1,18,83,660 (One Crore Eighteen Lakh Eighty Three Thousand and Six Hundred and Sixty) equity shares having a face value of INR 10 (Indian Rupees Ten) each; (b) the Transferor Company 2 comprises of 18,06,640 (Eighteen Lakh Six Thousand Six Hundred and Forty) equity shares of INR 10 (Indian Rupees Ten) each; and (c) the Transferor Company 1 comprises of 96,05,19,420 (Ninety Six Crore Five Lakh Nineteen Thousand Four Hundred and Twenty) equity shares of INR 1 (Indian Rupee One) each.
- (b) Share entitlement ratio (prior to bonus subdivision of shares of SPNI) of the Transferee Company was 17 (Seventeen) fully paid-up Equity Shares of INR 10 (Indian Rupees Ten) each of the Transferee Company for every 1000 (One Thousand) fully paid-up Equity Shares of INR 1 (Indian Rupee One) each of the Transferor Company 1.
- (c) Since there is a significant difference in the face value and the fair value of the equity shares of the Transferee Company, the Transferor Company 1 and Transferor Company 2, the swap ratio would have resulted in the issuance of fractional entitlements to majority of the shareholders of Transferor Company 1. Therefore, the sub-division of capital and bonus issue was undertaken in the Transferee Company to minimize the fractional entitlements. Further, after such sub-division of capital and the bonus issue, the swap ratio is more easily comprehensible to the small shareholders of the Transferor Company No. 1.
- (d) Share entitlement ratio following subdivision of shares of the Transferee Company and the Bonus Issuance) is 85 (Eighty-Five) fully paid-up Equity Shares of INR 1 (Indian Rupee One) each of the Transferee Company for every 100 (One Hundred) fully paid-up Equity Shares of INR 1 (Indian Rupee One) each of the Transferor Company 1.
- (e) The rights issue and the preferential issue is being undertaken to infuse further capital aggregating to INR 90,50,00,00,100 (Indian Rupees Nine Thousand and Fifty Crores and Hundred) to fund the future growth and expansion of the Transferee Company, out of which (i) INR 79,48,69,08,300 (Indian Rupees Seventy Nine Hundred and Forty Eight Crore Sixty Nine Lakh Eight Thousand and Three Hundred) will be infused pursuant to the rights issue to be made to existing shareholders of the Transferee Company and; (ii) INR 11,01,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety One Thousand and Eight Hundred) will be infused from the preferential issue to be made to Essel Mauritius and Sunbright Mauritius Investment Limited.

11. DETAILS OF NON-COMPETE ARRANGEMENTS

- (a) Essel Mauritius Mr. Subhash Chandra, Mr. Punit Goenka and Mr. Amit Goenka have entered into non-compete arrangements with SPE Mauritius Investments Limited (“**Non-Compete Arrangements**”). A summary of the key terms of such Non-Compete Arrangements is set out in Schedule D of the Scheme.
- (b) The Non-Compete Arrangements have been agreed into to restrict Essel Mauritius, Mr. Subhash Chandra, Mr. Punit Goenka, and Mr. Amit Goenka (and their respective affiliates)

from undertaking any Restricted Business (as defined in the Scheme) (subject to certain carve-outs and exceptions) with a view to protect the interest of SPE Mauritius Investments Limited under the Scheme.

- (c) In consideration for these non-compete obligations, SPE Mauritius Investments Limited will pay a sum which is the USD equivalent of INR 11,01,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety-One Thousand and Eight Hundred) to Essel Mauritius towards non-compete fees (“**Non-Compete Fee**”). SPE Mauritius Investments Limited, an indirect wholly owned subsidiary of Sony Pictures Entertainment Inc. (“**SPE**”), will receive a capital contribution from SPE through the wholly owned intermediate companies of SPE (i.e. CPE Holdings, Inc. and SPE Singapore Holdings Inc.) to enable SPE Mauritius Investments Limited to pay the aforesaid Non-Compete Fee. The terms of the non-compete arrangements include a possible loan by SPE Mauritius, at its option, to Essel Mauritius and /or Essel SPV (i.e., Sunbright Mauritius Investments Limited), to enable them to subscribe to the Essel Subscription Shares, in certain circumstances.
- (d) Essel Mauritius shall use the said amount of non-compete fees to:
- (i) subscribe to 2,20,26,183 (Two Crores Twenty Lakhs Twenty-Six Thousand One Hundred and Eighty-Three) equity shares of the Transferee Company; and
- (ii) Pay INR 4,40,52,36,900 (Four Hundred Forty Crores Fifty-Two Lakhs Thirty-Six Thousand and Nine Hundred) to Sunbright Mauritius Investment Limited (a wholly owned subsidiary of Sunbright International Holdings Limited), which will, in turn, use the said amount to subscribe to 1,46,84,123 (One Crore Forty-Six Lakhs Eighty Four Thousand One Hundred and Twenty-Three) equity shares of the Transferee Company.

12. AMOUNTS DUE TO UNSECURED CREDITORS

The aggregate amounts due to Unsecured Creditors by the respective Companies involved in this Scheme are as follows:

Sr. No.	Companies involved in this Scheme	Amount Due (INR in Lakh)
1	Transferor Company 1	1,29,791.25 (as on March 31, 2022)
2	Transferor Company 2	228.80 (as on May 31, 2022)
3	Transferee Company	38,388.94 (as on May 31, 2022)

13. Disclosure about the effect of the Scheme on the Company

In compliance with the provisions of section 232(2)(c) of the Act, the board of directors of the Transferor Company 1, in its meeting held on December 21, 2021, and the board of directors of Transferor Company 2 and the Transferee Company, in their respective meetings held on March 16, 2022, , have adopted a report, inter alia, explaining the effect of the Scheme on each class of shareholders, key managerial personnel, directors, depositories, creditors, employees, promoter and non-promoter shareholders of the Transferor Companies and the Transferee Company (as applicable). The copies of the reports adopted by the respective board of directors



of each of the Transferor Company 1, Transferor Company 2 and Transferee Company under the provisions of section 232(2)(c) of the Act are enclosed as **Annexure 8**.

Details of ongoing adjudication & recovery proceedings, prosecution initiated, and all other enforcement action taken, against the Company, its promoters and directors of the Company are set out in **Annexure 9**.

14. INTEREST OF DIRECTORS, KEY MANAGERIAL PERSONNEL, DEBENTURE TRUSTEE, ETC.

Sr. No	Category of stakeholder	Effect of the Scheme on the stakeholder
1.	Shareholders, Promoters, Non-promoter shareholders, Directors and Key Managerial Persons	The effect of the Scheme on the shareholders, promoters, non-promoter shareholders, directors and key managerial personnel has been set out in the report adopted by the Board of Directors of the Company pursuant to the provisions of Section 232(2)(c) of the Act, which is attached as Annexure 8 .
2.	Creditors	The liabilities of the Company shall stand transferred to and vested in the Transferee Company in accordance with the Scheme. No compromise is proposed with the creditors of the Company under the Scheme nor will the liability in respect of any creditor be reduced or extinguished under the Scheme.
3.	Depositors	Not applicable
4.	Debenture holders	Not applicable
5.	Deposit trustee and debenture trustees	Not applicable
6.	Employees	The employees of the Company shall become employees of the Transferee Company as part of the Scheme, on terms and conditions which are overall no less favourable than those that were applicable to such employees immediately prior to such amalgamation, with the benefit of continuity of service and without any break or interruption in service.



The details of shareholding of Directors and KMPs of the Transferee Company as on the date of this Notice is as under:

Sr. No.	Name of Director / KMP	Address	Position	Shares in Transferee Company	Shares in Transferor Company 1	Shares in Transferor Company 2
1	Rajkumar Bidawatka	C-302 Rock Avenue Plot D CHSL, Near Hindustan Naka, Kandivali (W) Mumbai 400067	Company Secretary, Compliance Officer and Head CSR	Nil	400	Nil

The details of shareholding of Directors and KMPs of the Transferor Company 1 as on the date of this Notice is as under:

Sr. No.	Name of Director / KMP	Address	Position	Shares in Transferee Company	Shares in Transferor Company 1	Shares in Transferor Company 2
1.	Mr. Piyush Pandey	1st Floor, Krishna Kunj, Road No 5, Off Cadell Road, Mahim, Mumbai 400 016	Independent Director	-	2190	-
2	Mr. Adesh Kumar Gupta	701, Tagore Avenue, Tagore Road, Santacruz West Mumbai 400054	Non-Executive Non-Independent	-	300	-

The details of shareholding of Directors and KMPs of the Transferor Company 2 as on the date of this Notice is as under: NIL

Sr. No.	Name of Director / KMP	Address	Position	Shares in Transferee Company	Shares in Transferor Company 1	Shares in Transferor Company 2
1	NIL	-	-	-	-	-



15. INVESTIGATIONS AND PROCEEDINGS AGAINST THE COMPANY UNDER THE ACT

- i No investigation or proceedings have been instituted or are pending against the Companies involved in this Scheme under the Act;¹ and
- ii No winding up proceedings have been filed or are pending against any of the companies involved in this Scheme under the provisions of the Companies Act, 2013 except for a company petition filed before Hon'ble Tribunal by IndusInd Bank Limited, seeking to initiate corporate insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 against the Transferor Company 1. The underlying dispute between IndusInd Bank Limited and Transferor Company 1 is pending adjudication before the Hon'ble Delhi High Court. The Transferor Company 1 has filed an application seeking dismissal of the company petition before the Hon'ble Tribunal. The said petition has not been admitted yet by the Hon'ble Tribunal.

16. APPROVALS, SANCTIONS, NO-OBJECTION(S) FROM REGULATORY OR ANY OTHER GOVERNMENTAL AUTHORITIES REQUIRED, RECEIVED OR PENDING FOR THE SCHEME:

1. The Transferor Company 1 has received observation letters regarding the Scheme from the BSE and the NSE both dated July 29, 2022. The copies of the said observation letters are attached as **Annexure 10**.
2. As required under the SEBI Merger Circular, the Transferor Company 1 has filed its complaints report with the BSE on March 10, 2022 (and an updated report on July 28, 2022) and with the NSE on February 24, 2022 (and an updated report on July 29, 2022), respectively. The copies of the said reports are enclosed as **Annexure 11**.
3. Approval or sanctioning of the Scheme by the Hon'ble Tribunal under Sections 230 to 232 and any other applicable provisions of the Act and rules made thereunder will be required. In this regard, Transferor Company 1 has filed its Company Scheme Application No. C.A.(CAA) – 204/2022 with the Hon'ble Tribunal, on August 24, 2022. Similarly, Transferor Company 2 and the Transferee Company, filed joint application being Company Scheme Application No. C.A.(CAA) – 203/2022 with the Hon'ble Tribunal on August 06, 2022.
4. The Companies involved in this Scheme have jointly filed the necessary notification form with the Competition Commission of India (“CCI”) on April 29, 2022, disclosing the details of the proposed combination under the provisions of Section 6(2) of the Competition Act, 2002.

¹ Please note that the Company Petition No. 322/MB/2021 (*Invesco Developing Markets Fund v. Zee Entertainment Enterprises Limited & Others* filed under Sections 98(1) and 100 of the Companies Act, 2013), is now infructuous as the underlying requisition notice has been withdrawn. The petitioners have also filed an application for withdrawal of the petition before the Hon'ble National Company Law Tribunal, Mumbai.

5. The Approval(s) from the Ministry of Information and Broadcasting, Government of India, for (i) the appointment of the ZEEL Director as the managing director and the chief executive officer of the Transferee Company; (ii) the appointment of each of the Independent Directors to the Board of the Transferee Company and (iii) the appointment of each of the Sony Group Director(s), to the Board of the Transferee Company. The Parties shall make an application to the Ministry of Information and Broadcasting, Government of India for obtaining the approval of the Ministry of Information and Broadcasting, Government of India, in accordance with the provisions of Applicable Laws for the transfer of the licenses obtained by Transferor Company 1 and Transferor Company 2 in relation to the up-linking and down-linking of television channels (as applicable) to the Transferee Company, pursuant to the Scheme.
6. The Companies involved in this Scheme will obtain such other approvals/sanctions/no objection(s) from regulatory or other governmental authorities in respect of the Scheme as may be required (including under Section 230(5) of the Act) in accordance with applicable laws.

17. AUDITORS CERTIFICATE OF CONFORMITY OF ACCOUNTING TREATMENT IN THE SCHEME WITH ACCOUNTING STANDARDS

1. The Transferor Company 1 shall stand dissolved without being wound up upon the Scheme becoming effective. Hence, there is no accounting treatment prescribed under the Scheme in the books of accounts of the Transferor Company 1.
2. The Transferor Company 2 shall stand dissolved without being wound up upon the Scheme becoming effective. Hence, there is no accounting treatment prescribed under the Scheme in the books of accounts of the Transferor Company 2.
3. The statutory auditor of the Transferee Company has confirmed that the accounting treatment in the proposed Scheme is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013, the copy of which is enclosed as **Annexure 12**.

18. CAPITAL STRUCTURE PRE AND POST AMALGAMATION

Pre & Post Scheme Capital structure of the Companies involved in this Scheme:

(a) Transferor Company 1

Particulars	Pre-Scheme		Post -Scheme (proposed)	
	No. of Shares	Amount in INR	No. of Shares	Amount in INR
Authorised Share Capital				
Equity Shares of Re. 1/- each	2,00,00,00,000	2,00,00,00,000	N.A.	N.A.
Preference Shares of INR 10/- each	2,10,00,00,000	21,00,00,00,000	N.A.	N.A.

Total	4,10,00,00,000	23,00,00,00,000	N.A.	N.A.
Issued, Subscribed & Paid-Up Share Capital:				
Equity shares of Re. 1/- each	96,05,19,420	96,05,19,420	N.A.	N.A.
Total	96,05,19,420	96,05,19,420	N.A.	N.A.

Note: Entire Pre-Scheme Paid-up Equity Share Capital of the Transferor Company 1 shall stand cancelled in pursuance of the Scheme.

(b) Transferor Company 2

Particulars	Pre-Scheme		Post -Scheme (proposed)	
	No. of Shares	Amount in INR	No. of Shares	Amount in INR
Authorised Share Capital				
Equity Shares of INR 10/- each	50,00,000	5,00,00,000	N.A.	N.A.
Total	50,00,000	5,00,00,000	N.A.	N.A.
Issued, Subscribed & Paid Up Share Capital:				
Equity Shares of INR 10/- each	18,06,640	1,80,66,400	N.A.	N.A.
Total	18,06,640	1,80,66,400	N.A.	N.A.

Note: Entire Pre-Scheme Paid-up Equity Share Capital of the Transferor Company 2 shall stand cancelled in pursuance of the Scheme.

(c) Transferee Company

Particulars	Pre-Scheme		Post-Scheme (proposed)	
	No. of Shares	Amount in INR	No. of Shares	Amount in INR
Authorised Share Capital				
Equity Shares of INR 10/- each	8,51,00,000	85,10,00,000	N.A.	N.A.
Equity Shares of Re. 1/- each	N.A.	N.A.	23,90,10,00,000	23,90,10,00,000
Total	8,51,00,000	85,10,00,000	23,90,10,00,000	23,90,10,00,000
Issued, Subscribed & Paid-Up Share Capital:				
Equity Shares of INR 10/- each	1,18,83,660	11,88,36,600	N.A.	N.A.
Equity Shares of Re. 1/- each	N.A.	N.A.	1,73,63,19,486	1,73,63,19,486
Total	1,18,83,660	11,88,36,600	1,73,63,19,486	1,73,63,19,486

Note: Post-Scheme Paid Up Share Capital Structure of the Transferee Company is after considering the proposed sub-division of Equity Shares of the Transferee Company having



a face value of INR 10 (Indian Rupees Ten) into 10 (Ten) Equity Shares having a face value of INR 1 (Indian Rupee One) each and the proposed bonus issue, rights issue, preferential allotment and issue of shares pursuant to the amalgamation of the Transferor Company 1 and Transferor Company 2 with the Transferee Company.

19. THE PRE AND POST (EXPECTED) SCHEME SHAREHOLDING PATTERN

The pre-Scheme shareholding pattern of the Transferor Company 1, the Transferor Company 2 and the Transferee Company as on June 30, 2022, and the post-Scheme (expected) shareholding pattern of the Transferee Company are as under:

Transferor Company 1

Category of shareholder	Pre-Scheme (As on June 30, 2022)		Post -Scheme (Not Applicable)	
	No. of fully paid up equity shares held	% of shareholding	No. of fully paid up equity shares held	% of shareholding
A. Promoter and Promoter Group				
A1) Indian				
Individuals/Hindu undivided Family	-	-	N.A.	N.A.
Bodies Corporate	21,14,836	0.22	N.A.	N.A.
Any Other (specify)			N.A.	N.A.
Sub Total A1	21,14,836	0.22	N.A.	N.A.
A2) Foreign			N.A.	N.A.
Bodies Corporate	3,62,01,448	3.77	N.A.	N.A.
Sub Total A2	3,62,01,448	3.77	N.A.	N.A.
Total Shareholding of Promoter and Promoter Group A=A1+A2	3,83,16,284	3.99	N.A.	N.A.
B. Public Shareholding				
B1) Institutions				
Mutual Funds	20,56,99,384	21.42	N.A.	N.A.
Alternate Investment Funds	28,47,511	0.30	N.A.	N.A.
Foreign Portfolio Investors	37,62,83,689	39.18	N.A.	N.A.
Financial Institutions/Banks	55,020	0.01	N.A.	N.A.

Insurance Companies	8,45,05,463	8.80	N.A.	N.A.
Sub Total B1	66,93,91,067	69.69	N.A.	N.A.
B2) Central Government/ State Government(s)/ President of India				
Central Government/ State Government(s)/ President of India	14,15,340	0.15	N.A.	N.A.
Sub Total B2	14,15,340	0.15	N.A.	N.A.
B3) Non-Institutions			N.A.	N.A.
Individual share capital up to Rs.2 lacs	9,61,88,784	10.01	N.A.	N.A.
Individual share capital in excess of INR 2 Lacs	1,32,36,562	1.38	N.A.	N.A.
NBFCs registered with RBI	1,708	0.00	N.A.	N.A.
Any Other (specify)				
Bodies Corporates	2,53,45,658	2.64	N.A.	N.A.
Clearing Members	5,79,145	0.06	N.A.	N.A.
HUF	31,17,068	0.32	N.A.	N.A.
Trusts	19,58,341	0.20	N.A.	N.A.
IEPF	4,60,211	0.05	N.A.	N.A.
LLP	52,32,631	0.54	N.A.	N.A.
Foreign Nationals	2,023	0.00	N.A.	N.A.
Non-Resident Indian (NRI)	79,23,942	0.82	N.A.	N.A.
Overseas Corporate Bodies	656	0.00	N.A.	N.A.
Foreign Company	9,73,50,000	10.14	N.A.	N.A.
Sub Total B3	25,13,96,729	26.17	N.A.	N.A.
Total Public Shareholding [B=B1+B2+B3]	92,22,03,136	96.01	N.A.	N.A.
C. Non-Promoter Non-Public	0	0	N.A.	N.A.
C1) Custodian/DR Holder	0	0	N.A.	N.A.
C2) Employee Benefit Trust	0	0	N.A.	N.A.
Sub Total C2	0	0	N.A.	N.A.
Total Non-Promoter Non-Public	0	0	N.A.	N.A.

Shareholding [C=C1+C2]				
Total Shareholding [A+B+C]	96,05,19,420	100	N.A.	N.A.

Transferor Company 2

Category of shareholder	Pre-Scheme (As on June 30, 2022)		Post-Scheme (Not Applicable)	
	No. of fully paid-up equity shares held	% of shareholding	No. of fully paid-up equity shares held	% of shareholding
A. Promoter and Promoter Group				
A1) Indian				
Bodies Corporate	-	-	N.A.	N.A.
Sub Total A1			N.A.	N.A.
A2) Foreign				
Bodies Corporate	18,06,640	100%	N.A.	N.A.
Sub Total A2	18,06,640	100%	N.A.	N.A.
Total Shareholding of Promoter and Promoter	18,06,640	100%	N.A.	N.A.
B. Public Shareholding	-	-	N.A.	N.A.
Total Shareholding [A+B]	18,06,640	100%	N.A.	N.A.

Transferee Company

Category of shareholder	Pre-Scheme (As on June 30, 2022)		Post -Scheme (assuming the continuing shareholding pattern of Transferor Company 1 as on June 30, 2022)	
	No. of fully paid-up equity shares held	% of shareholding	No. of fully paid-up equity shares held	% of shareholding
A. Promoter and Promoter Group				
A1) Indian				
Individuals/Hindu undivided Family	-	-		
Bodies Corporate	-	-	17,97,610	0.10

Any Other (specify)	-	-		
Sub Total A1	-	-	17,97,610	0.10
A2) Foreign				
Bodies Corporate	1,18,83,660	100%	95,06,49,210	54.75
Sub Total A2	1,18,83,660	100%	95,06,49,210	54.75
Total Shareholding of Promoter and Promoter Group A=A1+A2	1,18,83,660	100%	95,24,46,820	54.85
B. Public Shareholding			78,38,72,666	45.15
B1) Institutions				
Mutual Funds	-	-		
Alternate Investment Funds	-	-		
Foreign Portfolio Investors	-	-		
Financial Institutions/ Banks	-	-		
Insurance Companies	-	-		
Sub Total B1	-	-		
B2) Central Government/ State Government(s) / President of India				
Central Government/ State Government(s)/ President of India	-	-		
Sub Total B2	-	-		
B3) Non- Institutions				

Individual share capital up to Rs.2 lacs	-	-		
Individual share capital in excess of INR 2 Lacs	-	-		
NBFCs registered with RBI	-	-		
Any Other (specify)				
Bodies Corporates	-	-		
Clearing Members	-	-		
HUF	-	-		
Trusts	-	-		
IEPF	-	-		
LLP	-	-		
Foreign Nationals	-	-		
Non-Resident Indian (NRI)	-	-		
Overseas Corporate Bodies	-	-		
Foreign Company	-	-		
Sub Total B3	-	-		
Total Public Shareholding [B=B1+B2+B3]	-	-	78,38,72,666	45.15
C. Non-Promoter Non-Public	-	-		
C1) Custodian/DR Holder	-	-		
C2) Employee Benefit Trust	-	-		
Sub Total C2	-	-		
Total Non-Promoter Non-Public	-	-		



Shareholding [C= C1+C2]				
Total Shareholding [A+B+C]	1,18,83,660	100%	1,73,63,19,486	100

The shareholding pattern of the promoters of the Transferee Company, after the effectiveness of the Scheme, is enclosed as **Annexure 13**;

20. The copy of the Scheme has been / is being filed by the Companies involved in this Scheme with the concerned Registrar of Companies pursuant to Section 232(2)(b) of the Act.
21. In terms of SEBI Merger Circular, the copies of abridged prospectus of unlisted entities i.e. Transferor Company 2 and the Transferee Company in the specified format are enclosed as **Annexure 14**.

22. INSPECTION OF DOCUMENTS

Copies of the following documents will be available electronically for inspection without any fee to the Equity Shareholders of the Company from the date of circulation of this Notice up to the date of the Meeting. Equity shareholders seeking to inspect such documents can visit the website of the Company at www.zee.com. Equity Shareholders seeking any information with regard to the Scheme or the matter proposed to be considered at the Meeting, are requested to write to the Company at least 7 days before the date of the Meeting through email on shareservice@zee.com:

- a) Copy of the Company Scheme Application No. C.A.(CAA) – 204/2022 along with annexures filed by the Transferor Company 1 with Hon’ble Tribunal;
- b) Copy of the Joint Company Scheme Application No. C.A.(CAA) – 203/2022 along with annexures filed by the Transferor Company 2 and the Transferee Company with the Hon’ble Tribunal;
- c) Copy of Order dated August 24, 2022 passed by the Hon’ble Tribunal, in above Company Scheme Application No. C.A.(CAA) – 204/2022 directing convening of the Meeting of the Equity Shareholders of Zee Entertainment Enterprises Limited;
- d) Copy of Order dated August 23, 2022 passed by Hon’ble Tribunal in above joint Company Scheme Application No. C.A.(CAA) – 203/2022;
- e) Copy of the Composite Scheme of Arrangement amongst Zee Entertainment Enterprises Limited (“**Transferor Company 1**”), Bangla Entertainment Private Limited (“**Transferor Company 2**”) with Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) (“**Transferee Company**”) and their respective shareholders and creditors;



- f) Copies of latest audited financial statements of the Companies involved in this Scheme:
 - a. Standalone and Consolidated Audited Financial Statement of the Transferor Company 1 for the financial year ended on March 31, 2022;
 - b. Financial Statements of the Transferor Company 2 for the financial year ended on March 31, 2022;
 - c. Standalone and Consolidated Financial Statements of the Transferee Company for the financial year ended on March 31, 2022;

- g) Copies of latest unaudited financial statements of the Companies involved in this Scheme:
 - a. Standalone and Consolidated unaudited Financial Statements of the Transferor Company 1 for the quarter ended on June 30, 2022;
 - b. Financial Statements of the Transferor Company 2 for the quarter ended on June 30, 2022;
 - c. Standalone and Consolidated Financial Statements of the Transferee Company for the quarter ended on June 30, 2022

- h) Copy of Valuation Report dated December 21, 2021 issued by GT Valuation Advisors Private Limited, the Registered Valuer Entity – Securities and Financial Assets (IBBI Registration Number: IBBI/RV-E/05/2020/134);

- i) Copy of fairness opinion report dated December 21, 2021, issued by Duff & Phelps India Private Limited, SEBI Registered Category 1 Merchant Banker;

- j) Copy of fairness opinion report dated December 21, 2021, issued by ICICI Securities Limited, SEBI Registered Merchant Banker;

- k) Copies of Board reports adopted by the Companies involved in this Scheme in accordance with the provisions of section 232(2)(c) of the Act;

- l) Copies of observation letters issued to the Transferor Company 1 by the BSE and the NSE, both dated July 29, 2022;

- m) Copies of the complaint reports, dated March 10, 2022 and updated report dated July 28, 2022 submitted by the Transferor Company 1 to the BSE and complaints report dated February 24, 2022 and updated report dated July 29, 2022, submitted by Transferor Company 1 to the NSE;

- n) Copy of certificate issued by M/s MSKA & Associates, Chartered Accountants, the Statutory Auditors of the Transferee Company certifying that the accounting treatment proposed in the Composite Scheme of Arrangement is in conformity with the provisions of the Accounting Standards prescribed under Section 133 of the Companies Act, 2013;

- o) Copies of the Abridged Prospectus of the Transferor Company 2 and the Transferee Company (being unlisted companies);

- p) Copies of reports of the Audit Committee and Committee of Independent Directors of the Transferor Company 1 recommending the Scheme;



- q) Copies of Board Resolutions passed by the Companies involved in this Scheme;
- r) Copies of Memorandum and Articles of Association of the Companies involved in this Scheme;
- s) Copy of the Merger Cooperation Agreement dated December 21, 2021 entered into amongst the Transferor Company 1, the Transferor Company 2, and Transferee Company; and
- t) Register of Director's and Key Managerial Personnel's shareholding of the Companies involved in this Scheme.

This Statement may be treated as an Explanatory Statement under Sections 230(3), 232(1) and (2) and 102 of the Act read with Rule 6 of the CAA Rules. A copy of the Scheme and Explanatory Statement shall be furnished by the Applicant Company to its Equity Shareholders, free of charge, within one (1) day (except Saturdays, Sundays and public holidays) on a requisition being so made for the same by the Equity Shareholders of the Applicant Company.

On the Scheme being approved by the requisite majority of the Equity Shareholders, the Companies involved in this Scheme shall file a petition(s) with the Hon'ble Tribunal for sanction of the Scheme under Sections 230-232 of the Act read with CAA Rules and other applicable provisions of the Act.

Dated this September 9, 2022
Place - Mumbai

For, Zee Entertainment Enterprises Limited

Sd/
Suhail Nathani
(Chairperson appointed for the meeting)

Registered Office:
18th Floor, 'A' Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai – 400013.



**COMPOSITE SCHEME OF ARRANGEMENT
UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE SECTIONS OF THE
COMPANIES ACT, 2013**

AMONGST

ZEE ENTERTAINMENT ENTERPRISES LIMITED

(“TRANSFEROR COMPANY 1”)

AND

BANGLA ENTERTAINMENT PRIVATE LIMITED

(“TRANSFEROR COMPANY 2”)

AND

**CULVER MAX ENTERTAINMENT PRIVATE LIMITED (FORMERLY KNOWN AS SONY
PICTURES NETWORKS INDIA PRIVATE LIMITED)**

(“TRANSFeree COMPANY”)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

WHEREAS:

1. **ZEE ENTERTAINMENT ENTERPRISES LIMITED** (hereinafter referred to as the “**Transferor Company 1**”), is a listed public limited company incorporated under the Companies Act, 1956 having its registered office at 18th Floor, ‘A’ wing, Marathon Futurex NM Joshi Marg, Lower Parel, Mumbai 400013, India, with permanent account number AAACZ0243R and the corporate identification number L92132MH1982PLC028767. The Transferor Company 1 was incorporated on November 25, 1982. The Transferor Company 1 is *inter alia* engaged in the business of TV content development, broadcasting of regional and international entertainment satellite television channels, movies, music and digital business. The equity shares of the Transferor Company 1 are listed on the Stock Exchanges (*as defined hereinafter*).
2. **BANGLA ENTERTAINMENT PRIVATE LIMITED** (hereinafter referred to as the “**Transferor Company 2**”), is a private limited company incorporated under the Companies Act, 1956 having its registered office at 4th Floor, Interface, Building No. 7, Off. Malad Link Road, Mumbai 400 064, with permanent account number AADCB0467E and the corporate identification number U92199MH2007PTC270854. The Transferor Company 2 was incorporated on February 1, 2007. The Transferor Company 2 is *inter alia* engaged in the business of acquisition, production, distribution and broadcast of audio-visual content for exploitation of such program services on a worldwide basis.
3. **CULVER MAX ENTERTAINMENT PRIVATE LIMITED (FORMERLY KNOWN AS SONY PICTURES NETWORKS INDIA PRIVATE LIMITED)** (hereinafter referred to as the “**Transferee Company**”), is a private limited company incorporated under the Companies Act, 1956 having its registered office at 4th Floor, Interface, Building Number 7, Off Malad Link Road, Malad (West), Mumbai 400 064, with permanent account number AABCS1728D and the corporate identification number U92100MH1995PTC111487. The Transferee Company was incorporated on September 18, 1995. The Transferee Company is engaged in the business of, *inter alia* (a) creating, owning, operating, programming, providing, transmitting, distributing and promoting linear and non-linear non-news program services, including sports program services, delivered by any means primarily to viewers in India and the Indian diaspora globally, and (b) production, exhibition, broadcast, re-broadcast, transmission, re-transmission or other exploitation of non-news audio-visual content, including sports content, in any format or in any language spoken in India (including English) for exploitation of such program services.

A. PREAMBLE

This Composite Scheme of Arrangement is presented under the provisions of Sections 230 to 232 and other relevant provisions of the Act (*as defined below*) and rules made thereunder and the relevant provisions of the SEBI Circular (*as defined below*), and the relevant provisions of the Listing Regulations (*as defined below*), for: (i) sub-division of the share capital of the Transferee Company (*as defined below*) and issuance and allotment of the SPNI Bonus Shares (*as defined below*) by way of a bonus issue (“**Bonus Issuance**”), and issuance and allotment of (x) the SPNI Subscription Shares (*as defined below*) by way of a rights issue by the Transferee Company to the SPNI Shareholder(s) (*as defined below*), in consideration of the contribution of the SPNI Subscription Amount (*as defined below*) to the Transferee Company by the SPNI Shareholder(s) and (y) the Essel Subscription Shares (*as defined below*) to Essel Mauritius (*as defined below*) and Essel Mauritius SPV (*as defined below*), in the proportion set out in **Schedule E**, by way of a preferential issue by the Transferee Company to Essel Mauritius and



Essel Mauritius SPV (*as defined below*), in consideration of the contribution of the Essel Subscription Amount (*as defined below*) to the Transferee Company by Essel Mauritius and Essel Mauritius SPV (*as defined below*) (the share issuance in (x) and (y) collectively referred to as the “**Share Issuance**”); (ii) amalgamation of the Transferor Company 1 (*as defined below*) with and into the Transferee Company in accordance with Section 2 (1B) of the IT Act (*as defined below*); (iii) amalgamation of the Transferor Company 2 (*as defined below*) with and into the Transferee Company in accordance with Section 2 (1B) of the IT Act, and (iv) certain arrangements amongst the Sony Group (*as defined below*) and the Essel Group (*as defined below*), pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act and rules made thereunder, and the relevant provisions of the SEBI Circular and the Listing Regulations. In addition, this Scheme (*as defined below*) also provides for various other matters consequential or otherwise integrally connected herewith.

B. RATIONALE FOR THE SCHEME

The Transferee Company is *inter alia* engaged in the business of (1) creating, owning, operating, programming, providing, transmitting, distributing and promoting linear and non-linear, non-news program services, including sports program services, delivered by any means primarily to viewers in India and the Indian diaspora globally, and (2) production, exhibition, broadcast, re-broadcast, transmission, re-transmission or other exploitation of non-news audio-visual content, including sports content, in any format or in any language spoken in India (including English) for exploitation of such program services.

The Transferor Company 1 is *inter alia* engaged in the business of TV content development, broadcasting of regional and international entertainment satellite television channels, movies, music and digital business.

The Transferor Company 2 is *inter alia* engaged in business of acquisition, production, distribution and broadcast of audio-visual content for exploitation of such program services on a worldwide basis.

With a view to consolidate the business interests of the Parties (*as defined below*), the Parties have decided that the Transferor Company 1 and the Transferor Company 2 with all their business interests, be amalgamated with the Transferee Company.

The Parties believe that (a) the proposed sub-division of the share capital of the Transferee Company, the Bonus Issuance to the SPNI Shareholder(s) and Share Issuance to the SPNI Shareholder(s) and Essel Mauritius and Essel Mauritius SPV; (b) the proposed amalgamation of the Transferor Company 1 with and into the Transferee Company; (c) the proposed amalgamation of the Transferor Company 2 with and into the Transferee Company, and (d) the other arrangements contemplated under this Scheme, would be to the benefit of the shareholders and creditors of each of the Parties and would, *inter alia*, have the following benefits:

- (a) the proposed amalgamation and Share Issuance will enable the Parties to combine their businesses and create a financially strong amalgamated company. Each of the Parties bring well recognized entertainment offerings across platforms that will enable the amalgamated company to cater to the entertainment needs of viewers across various segments and age groups;
- (b) the Parties have a history of bringing quality entertainment content to audiences across India. The amalgamated company will be well positioned to capitalize on the growth in the television broadcasting market;



- (c) each of the Parties have a strong presence in the digital media space. Transferor Company 1 and Transferee Company are amongst the leading over the top platforms. Each of the Parties' content and strengths when combined will position the amalgamated company to capitalize on the rapid growth in the digital market and compete with market leaders;
- (d) the combined scale and audience reach of the amalgamated company across television and digital platforms, will also enable it to compete effectively for advertisers. The financial strength of the amalgamated company will also enable it to compete effectively for acquiring upcoming rights to marquee sporting events across cricket and other sports; and
- (e) each of the Parties have a strong brand recall across both television and digital media markets and as both markets evolve and grow, the amalgamated company will be well positioned to compete effectively with its peers in these markets. The transactions contemplated by the Scheme provides an opportunity that benefits all the stakeholders of the Parties.

C. DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1. For the purposes of this Scheme, the following expressions shall have the meanings mentioned herein below:

- (a) **“Act”** means the (Indian) Companies Act, 2013, together with all rules, regulations, circulars, notifications, clarifications and orders issued by any Governmental Authority in respect of the foregoing.
- (b) **“Affiliate”** means,
 - (i) with respect to any Person that is not a natural person, any Person Controlled, directly or indirectly, by that Person, or any Person that Controls, directly or indirectly, that Person, or any Person under common Control with that Person, directly or indirectly; and
 - (ii) with respect to any Person that is a natural person (a) any Person Controlled directly or indirectly, by that Person or his/ her Relative(s) or any Trust(s); (b) any trust, of which such Person or his/her Relative or any Person Controlled directly or indirectly, by that Person or his/ her Relatives, is a direct or indirect beneficiary (**“Trust”**); and (c) his/ her Relatives.
- (c) **“Applicable Law(s)”** means to the extent applicable, all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or Person acting under the authority of any Governmental Authority.
- (d) **“Appointed Date”** shall mean the Effective Date;
- (e) **“Approvals”** mean approvals, permissions, consents, validations, confirmations, waivers, no-objection letters, permits, grants, concessions, certificates, registrations, exemption orders, licenses and other authorizations required to be obtained from any Person, including any Governmental Authority, under Applicable Laws or otherwise.

- (f) “**Articles**” means the articles of association of the Transferee Company.
- (g) “**Board**” means the board of Directors of the Transferor Company 1, the Transferor Company 2 and the Transferee Company, as may be applicable.
- (h) “**Bonus Issuance**” has the meaning assigned to such term in the Preamble of this Scheme.
- (i) “**Closing Date**” has the meaning assigned to such term in the Merger Cooperation Agreement.
- (j) “**Controlling**”, “**Controlled by**” or “**Control**” with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such Person.
- (k) “**Designated Bank Account(s)**” means the separate bank account(s) maintained by the Transferee Company into which the SPNI Shareholder(s) are required to remit the SPNI Subscription Amount and Essel Mauritius and Essel Mauritius SPV are required to remit the Essel Subscription Amount in accordance with the terms of this Scheme, the details of which shall be notified by Transferee Company to each of the SPNI Shareholder(s), Essel Mauritius and Essel Mauritius SPV in writing prior to the Effective Date.
- (l) “**Directors**” means a member of the Board of the Transferor Company 1, the Transferor Company 2 and the Transferee Company, as may be applicable.
- (m) “**Effective Date**” has the meaning assigned to such term in Clause 5.1 of Section V of this Scheme.

Any references in this Scheme to “**upon this Scheme becoming effective**” or “**upon the effectiveness of this Scheme**” or “**upon this Scheme coming into effect**” means and refers to the Effective Date.

- (n) “**Equity Shares**”, with respect to a company, means the fully paid-up equity shares of such company.
- (o) “**Essel Group**” means the Persons set out in **Schedule A** of the Scheme.
- (p) “**Essel Mauritius**” means Sunbright International Holdings Limited (formerly known as Essel Holdings Limited).
- (q) “**Essel Mauritius SPV**” means Sunbright Mauritius Investment Limited.
- (r) “**Essel Subscription Amount**” shall mean INR 1101,30,91,800 (Eleven Hundred and One Crore Thirty Lakh Ninety One Thousand and Eight Hundred), being the aggregate consideration to be paid by Essel Mauritius and Essel Mauritius SPV, in the proportion set out in **Schedule E**, in accordance with Section I of the Scheme for subscription to the Essel Subscription Shares.
- (s) “**Essel Subscription Shares**” shall mean 3,67,10,306 (Three Crores Sixty Seven Lakhs Ten Thousand Three Hundred and Six) Equity Shares of the Transferee Company having a face value of INR 1 (Indian Rupee One) each to be issued to Essel Mauritius and Essel Mauritius SPV by way of a preferential issue, in the proportion set out in **Schedule E**.

- (t) **“Governmental Authority(ies)”** means (i) any international, supra-national, national, state, city or local governmental, regulatory or statutory authority; (ii) any commission, organisation, agency, department, ministry, board, bureau or instrumentality of any of the foregoing (and **“instrumentality of any of the foregoing”** includes any entity owned or controlled by any of such foregoing authorities); (iii) any stock exchange or similar self-regulatory or quasi-governmental agency or private body exercising any regulatory or administrative functions of or relating to the government; (iv) any arbitrator, arbitral body, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over any of the Parties; and (v) any state or other subdivision thereof or any municipality, district or other subdivision thereof.
- (u) **“Independent Directors”** means 3 (three) individuals as identified and nominated by the Sony Group in accordance with the proposed articles of association of the Transferee Company as set out in **Schedule B** of this Scheme, and appointed by the Transferee Company as ‘independent directors’ (as defined under Applicable Law) on the Board of the Transferee Company, prior to the Effective Date.
- (v) **“INR”** means the lawful currency of the Republic of India;
- (w) **“Intangible Assets”** means and includes all intellectual property rights and licenses of every kind and description throughout the world (including distribution licenses, and approvals/licenses from any Governmental Authority), in each case, whether registered or unregistered, and including any applications for registration of any intellectual property, including without limitation, inventions (whether patentable or not), patents, rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing; copyrights and copyrightable subject matter; trademarks, service marks, trade names, domain names, logos, slogans, trade dress, design rights together with the goodwill symbolized by any of the foregoing; know-how, confidential and proprietary information, trade secrets, moral rights; any rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which subsist anywhere in the world; and goodwill, whether or not covered in the foregoing, in connection with the business of the Transferor Company 1 or the Transferor Company 2, as applicable, together with the exclusive right of the Transferee Company and its assignees to represent themselves as carrying on the business in succession to the Transferor Company 1 or the Transferor Company 2, respectively.
- (x) **“Inventory”** shall mean all inventory of the Transferor Company 1 or the Transferor Company 2, as applicable, including any content licenses, film licenses, music licenses or other intellectual property that is treated as inventory by the Transferor Company 1 or the Transferor Company 2, as applicable.
- (y) **“IT Act”** means the (Indian) Income-tax Act, 1961, any re-enactment thereof and the rules, regulations, circulars and notifications issued thereunder, each as amended, modified, replaced or supplemented from time to time and to the extent in force.
- (z) **“Listing Regulations”** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended, modified, replaced or supplemented from time to time and to the extent in force.
- (aa) **“Merger Cooperation Agreement”** means the merger cooperation agreement dated December 22, 2021 executed amongst the Transferor Company 1, Transferor Company 2 and Transferee Company.



- (bb) **“Non-Compete Fee”** has the meaning assigned to such term in Clause 4.2 of Section IV of this Scheme.
- (cc) **“Parties”** means the Transferor Company 1, the Transferor Company 2 and the Transferee Company, collectively.
- (dd) **“Person”** means any natural person, limited or unlimited liability company, corporation, partnership firm (whether limited or unlimited), proprietorship firm, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as an entity under Applicable Law.
- (ee) **“Record Date”** means the date to be fixed by the Board of the Transferee Company for the purpose of determining the shareholders of the Transferor Company 1 and the Transferor Company 2 that are to be issued shares of the Transferee Company in accordance with the Merger Cooperation Agreement, pursuant to Section II and Section III of this Scheme.
- (ff) **“Registered Valuer”** means a Person registered as a valuer in terms of Section 247 of the Act.
- (gg) **“Relative”** has the meaning ascribed to such term in the Act.
- (hh) **“RoC Mumbai”** means the Registrar of Companies, Mumbai.
- (ii) **“Scheme”** means this composite scheme of arrangement amongst the Transferor Company 1, the Transferor Company 2 and the Transferee Company and their respective shareholders and creditors, pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, and rules made thereunder.
- (jj) **“SEBI”** means the Securities and Exchange Board of India.
- (kk) **“SEBI Circular”** means the SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020, and includes any substitution, modification or reissuance thereof from time to time.
- (ll) **“Share Issuance”** has the meaning assigned to such term in the Preamble of this Scheme.
- (mm) **“Sony Group”** means SPE Mauritius Investments Limited and SPE Mauritius Holdings Limited.
- (nn) **“Sony Group Directors”** means the persons who have been identified and nominated by the Sony Group and appointed by the Transferee Company as the nominee directors of the Sony Group on the Board of the Transferee Company prior to the Effective Date such that all such nominee director(s) on the Board of the SPNI / the Resultant Entity do not exceed 5 (five) in number.
- (oo) **“SPE Mauritius”** means SPE Mauritius Investments Limited, a person incorporated under the laws of Mauritius and having its registered office at 6th Floor, Tower ‘A’, 1 Cybercity, Ebene Mauritius.
- (pp) **“SPNI Bonus Shares”** shall mean 475,346,400 (Four Hundred And Seventy Five Million Three Hundred And Forty Six Thousand And Four Hundred) Equity Shares of the Transferee Company having a face value of INR 1 (Indian Rupee One) each to be issued by way of a bonus issue.

- (qq) **“SPNI Share Issuance Record Date”** means the date to be fixed by the Board of the Transferee Company for the purpose of determining the shareholders of Transferee Company that are to be offered shares of the Transferee Company, pursuant to Section I of this Scheme.
- (rr) **“SPNI Shareholder(s)”** means the equity shareholders of the Transferee Company as on the SPNI Share Issuance Record Date.
- (ss) **“SPNI Subscription Amount”** shall mean INR 7948,69,08,300 (Seventy Nine Hundred and Forty Eight Crore Sixty Nine Lakh Eight Thousand and Three Hundred), being the aggregate consideration to be paid by the SPNI Shareholder(s) in accordance with Section I of the Scheme for subscription to the SPNI Subscription Shares.
- (tt) **“SPNI Subscription Shares”** shall mean 264,956,361 (Two Hundred And Sixty Four Million Nine Hundred And Fifty Six Thousand Three Hundred And Sixty One) Equity Shares of the Transferee Company having a face value of INR 1 (One) each to be issued to the SPNI Shareholder(s) by way of a rights issue.
- (uu) **“Stock Exchanges”** means the stock exchanges where the equity shares of the Transferor Company 1 are listed and are admitted to trading, viz, the BSE Limited and the National Stock Exchange of India Limited.
- (vv) **“Takeover Code”** has the meaning assigned to such term in Clause 4.4 of Section V of this Scheme.
- (ww) **“Transferee Company”** has the meaning assigned to such term in Recital 3 of the Introduction of this Scheme.
- (xx) **“Transferor Company 1”** has the meaning assigned to it in Recital 1 of the Introduction of this Scheme and includes, without limitation:
- (i) all assets, whether moveable or immovable, whether tangible or intangible, whether leasehold or freehold, equipment, including without limitation all rights, title, interests, claims, covenants and undertakings of the Transferor Company 1 in such assets;
 - (ii) all investments, receivables, loans, security deposits and advances extended, including without limitation accrued interest thereon, of the Transferor Company 1;
 - (iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured, if any, availed by the Transferor Company 1;
 - (iv) all permits, rights, entitlements, licenses, approvals (including licenses and approvals from any Governmental Authority), grants, allotments, recommendations, clearances and tenancies of the Transferor Company 1;
 - (v) all taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess, tax credits (including, without limitation, all amounts claimed as refund, whether or not so recorded in the books of accounts, and credits in respect of income tax, such as carry forward tax losses and unabsorbed depreciation), tax deducted at source, tax collected at source, foreign tax credit, equalization levy, customs duty, CENVAT, value added tax, turnover tax, goods and services tax, minimum alternate tax credit, central sales tax and excise duty of the Transferor Company 1, and all rights to any claim not preferred or made by the Transferor Company 1 in respect of (a) any refund of tax, duty, cess or other charge (including any erroneous or excess payment thereof made by



the Transferor Company 1) and any interest thereon, and (b) any set-off, carry forward of unabsorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortisation benefit, etc. under Applicable Law;

- (vi) all Intangible Assets and Inventory of every kind and description whatsoever, of the Transferor Company 1;
 - (vii) all privileges and benefits of, or under, all contracts, agreements, purchase and sale orders, memoranda of understanding, bids, tenders, expressions of interest, letters of intent, commitments, undertakings, deeds, bonds, arrangements of any kind and other instruments of whatsoever nature and description, whether written, oral or otherwise, and all other rights including without limitation lease rights, licenses and facilities of every kind and description whatsoever, of the Transferor Company 1;
 - (viii) insurance covers and claims to which the Transferor Company 1 is a party, or to the benefit of which the Transferor Company 1 is eligible;
 - (ix) all employees of the Transferor Company 1;
 - (x) all advance payments, earnest monies, security deposits, advance rentals, payment against warrants, if any, or other rights or entitlements of the Transferor Company 1;
 - (xi) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature, initiated by or against the Transferor Company 1; and
 - (xii) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, in connection with or relating to the Transferor Company 1.
- (yy) **“Transferor Company 2”** has the meaning assigned to it in Recital 2 of the Introduction of this Scheme and includes, without limitation:
- (i) all assets, whether moveable or immovable, whether tangible or intangible, whether leasehold or freehold, equipment, including without limitation all rights, title, interests, claims, covenants and undertakings of the Transferor Company 2 in such assets;
 - (ii) all investments, receivables, loans, security deposits and advances extended, including without limitation accrued interest thereon, of the Transferor Company 2;
 - (iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured, if any, availed by the Transferor Company 2;
 - (iv) all permits, rights, entitlements, licenses, approvals (including licenses and approvals from any Governmental Authority), grants, allotments, recommendations, clearances and tenancies of the Transferor Company 2;
 - (v) all taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess, tax credits (including, without limitation, all amounts claimed as refund, whether or not so recorded in the books of accounts and credits in respect of income tax, such as carry forward tax losses and unabsorbed depreciation), tax deducted at source, tax



collected at source, foreign tax credit, equalization levy, customs duty, CENVAT, value added tax, turnover tax, goods and services tax, minimum alternate tax credit, central sales tax and excise duty of the Transferor Company 2, and all rights to any claim not preferred or made by the Transferor Company 2 in respect of (a) any refund of tax, duty, cess or other charge (including any erroneous or excess payment thereof made by the Transferor Company 2) and any interest thereon, and (b) any set-off, carry forward of unabsorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortisation benefit, etc. under Applicable Law;

- (vi) all Intangible Assets and Inventory of every kind and description whatsoever, of the Transferor Company 2;
 - (vii) all privileges and benefits of, or under, all contracts, agreements, purchase and sale orders, memoranda of understanding, bids, tenders, expressions of interest, letters of intent, commitments, undertakings, deeds, bonds, arrangements of any kind and other instruments of whatsoever nature and description, whether written, oral or otherwise, and all other rights including without limitation lease rights, licenses and facilities of every kind and description whatsoever, of the Transferor Company 2;
 - (viii) insurance covers and claims to which the Transferor Company 2 is a party, or to the benefit of which the Transferor Company 2 is eligible;
 - (ix) all employees of the Transferor Company 2;
 - (x) all advance payments, earnest monies, security deposits, advance rentals, payment against warrants, if any, or other rights or entitlements of the Transferor Company 2;
 - (xi) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature, initiated by or against the Transferor Company 2; and
 - (xii) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, in connection with or relating to the Transferor Company 2.
- (zz) “**Tribunal**” means the Mumbai bench of the National Company Law Tribunal having jurisdiction over the Parties.
- (aaa) “**Trustee 1**” has the meaning assigned to such term in Clause 3.4 of Section II of this Scheme.
- (bbb) “**Trustee 2**” has the meaning assigned to such term in Clause 3.5 of Section II of this Scheme.
- (ccc) “**ZEEL Director**” means Mr. Punit Goenka, a person resident in India, currently residing at 7th Floor, Vasant Sagar Properties Pvt. Ltd, A Road, Opp Jai Hind College, Churchgate, Mumbai and having permanent account number AAEPG2529E.

2. INTERPRETATION

In this Scheme, unless the context requires otherwise:



- (a) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- (b) words in the singular shall include the plural and vice versa;
- (c) the terms “hereof”, “herein”, or similar expressions used in this Scheme mean and refer to this Scheme and not to any particular clause of this Scheme;
- (d) wherever the word “include”, “includes”, or “including” is used in this Scheme, it shall be deemed to be followed by the words “without limitation”;
- (e) Schedules form part of this Scheme, and shall have the same force and effect as if expressly set out in the body of this Scheme;
- (f) any reference to any enactment, rule, regulation, notification, circular or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted (with or without modification) and includes all instruments or orders made under such enactment;
- (g) any reference to an “agreement” or “document” shall be construed as a reference to such agreement or document as amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document;
- (h) where a wider construction is possible, the words “other” and “otherwise” shall not be construed *ejusdem generis* with any foregoing words; and
- (i) any reference to “INR” is to Indian National Rupees.

D. PARTS OF THE SCHEME

This Scheme is divided into the following sections:

1. SECTION I

Part A deals with the share capital details of the Transferee Company.

Part B deals with the sub-division of the share capital of the Transferee Company, the Bonus Issuance by the Transferee Company to the SPNI Shareholder(s), and Share Issuance by the Transferee Company to the SPNI Shareholder(s), Essel Mauritius and Essel Mauritius SPV.

2. SECTION II

AMALGAMATION OF THE TRANSFEROR COMPANY 1 WITH AND INTO THE TRANSFEREE COMPANY

Part A deals with the share capital details of the Transferor Company 1 and the Transferee Company.

Part B deals with the amalgamation of the Transferor Company 1 with and into the Transferee Company, in accordance with Section 2 (1B) of the IT Act and Sections 230 to 232 and other relevant provisions of the Act and rules made thereunder, and the relevant provisions of the SEBI Circular and the Listing Regulations.



Part C deals with the discharge of consideration for amalgamation of the Transferor Company 1 with and into the Transferee Company.

Part D deals with the accounting treatment in the books of the Transferee Company and dissolution without winding up of the Transferor Company 1.

3. SECTION III

AMALGAMATION OF THE TRANSFEROR COMPANY 2 WITH AND INTO THE TRANSFEE COMPANY

Part A deals with the share capital details of the Transferor Company 2 and the Transferee Company.

Part B deals with the amalgamation of the Transferor Company 2 with and into the Transferee Company, in accordance with Section 2 (1B) of the IT Act and Sections 230 to 232 and other relevant provisions of the Act and rules made thereunder.

Part C deals with the discharge of consideration for the amalgamation of the Transferor Company 2 with and into the Transferee Company.

Part D deals with the accounting treatment in the books of the Transferee Company and dissolution without winding up of the Transferor Company 2.

4. SECTION IV

Section IV deals with certain arrangements amongst the Transferee Company, the Sony Group and the Essel Group.

5. SECTION V

Section V deals with the general terms and conditions applicable to the Scheme including, *inter alia*, transfer of the authorised share capital of the Transferor Company 1 and the Transferor Company 2 to the Transferee Company, conversion of the Transferee Company into a public company and listing of Equity Shares of the Transferee Company.



SECTION I

SUB-DIVISION OF THE SHARE CAPITAL AND ISSUANCE OF EQUITY SHARES BY THE TRANSFEREE COMPANY

PART A

1. SHARE CAPITAL

1.1. The share capital of the Transferee Company as on December 22, 2021 is as under:

Share Capital	Amount (INR)
<i>Authorised Capital</i> 85,100,000 (Eighty Five Million One Hundred Thousand) Equity Shares having a face value of INR 10 (Indian Rupees Ten) each	851,000,000 (Indian Rupees Eight Hundred and Fifty-One Million)
Total	851,000,000
<i>Issued, Subscribed and Paid-up Capital</i> 11,883,660 (Eleven Million Eight Hundred and Eighty Three Thousand Six Hundred and Sixty) Equity Shares having a face value of INR 10 (Indian Rupees Ten) each	118,836,600 (Indian Rupees One Hundred and Eighteen Million Eight Hundred and Thirty Six Thousand and Six Hundred)
Total	118,836,600

1.2. The shares of the Transferee Company are not listed on any stock exchange.

PART B

2. SUB-DIVISION OF THE SHARE CAPITAL AND ISSUANCE OF EQUITY SHARES BY THE TRANSFEREE COMPANY

2.1. Upon the Scheme coming into effect on the Effective Date, and in accordance with Clause 6 of Section V of this Scheme:

- (a) The Transferee Company shall, without any further act, instrument or deed, sub-divide each Equity Share of the Transferee Company having a face value of INR 10 (Indian Rupees Ten) into 10 (Ten) Equity Shares of the Transferee Company having a face value of INR 1 (One) each. Pursuant to the sub-division of the Equity Shares of the Transferee Company, the authorised share capital and issued, subscribed and paid-up share capital of the Transferee Company shall be as follows:



Share Capital	Amount (INR)
<i>Authorised Capital</i> 851,000,000 (Eight Hundred Fifty One Million) Equity Shares having a face value of INR 1 (Indian Rupees One) each	851,000,000 (Indian Rupees Eight Hundred and Fifty-One Million)
Total	851,000,000
<i>Issued, Subscribed and Paid-up Capital</i> 118,836,600 (One Hundred And Eighteen Million Eight Hundred And Thirty Six Thousand And Six Hundred) Equity Shares having a face value of INR 1 (Indian Rupees One) each	118,836,600 (Indian Rupees One Hundred and Eighteen Million Eight Hundred and Thirty Six Thousand and Six Hundred)
Total	118,836,600

- (b) After taking into effect the sub-division of the Equity Shares of the Transferee Company as contemplated in (a) above, the authorised share capital clause of the memorandum of association (Clause V) of the Transferee Company shall stand modified and read as follows:

“The Authorised Share Capital of the Company is INR 85,10,00,000 (Indian Rupees Eighty Five Crores Ten Lakhs only) divided into 85,10,00,000 (Eighty Five Crores Ten Lakhs only) equity shares of face value of INR 1 (Indian Rupees One only) each.”

- (c) The Board of the Transferee Company shall, without any further act, instrument or deed, issue and allot the SPNI Bonus Shares by way of a bonus issue to the SPNI Shareholder(s) in proportion to their shareholding in the Transferee Company as on the SPNI Share Issuance Record Date.
- (d) The Board of the Transferee Company shall, without any further act, instrument or deed, but subject to receipt of the SPNI Subscription Amount in the Designated Bank Account, issue and allot the SPNI Subscription Shares by way of a rights issue to the relevant SPNI Shareholder(s) who subscribe to the rights issue, in consideration of the SPNI Subscription Amount paid by such SPNI Shareholder(s) to the Transferee Company into the Designated Bank Account on the Closing Date.
- (e) Upon completion of the actions set forth in (d) above, the Board of the Transferee Company shall, without any further act, instrument or deed, but subject to receipt of the Essel Subscription Amount in the Designated Bank Account, issue and allot the Essel Subscription Shares by way of preferential issue to Essel Mauritius and Essel Mauritius SPV, in the proportion set out in **Schedule E** and in consideration of the Essel Subscription Amount paid by Essel Mauritius and Essel Mauritius SPV to the Transferee Company into a Designated Bank Account on the Closing Date, in the proportion set out in **Schedule E**.

The price per share at which (a) the SPNI Subscription Shares are proposed to be issued has been taken on record and approved by the Board of the Transferee Company after



taking into consideration the valuation report dated December 21, 2021 provided by RBSA Capital Advisors LLP that has been prepared in accordance with the pricing guidelines set out under the Foreign Exchange Management Act, 1999 and rules and regulations made thereunder (including the Foreign Exchange Management (Non-debt Instruments) Rules, 2019); and (b) the Essel Subscription Shares are proposed to be issued has been taken on record and approved by the Board of the Transferee Company after taking into consideration (x) the valuation report dated December 21, 2021 provided by RBSA Valuation Advisors LLP, a Registered Valuer that has been prepared in accordance with the Act and (y) the valuation report dated December 21, 2021 provided by RBSA Capital Advisors LLP that has been prepared in accordance with the pricing guidelines set out under the Foreign Exchange Management Act, 1999 and rules and regulations made thereunder (including the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019).

The Equity Shares issued by the Transferee Company in terms of this Clause 2 of Section I of the Scheme shall be issued in dematerialized form and the register of members and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of such Equity Shares by the Transferee Company in terms of this Scheme.

Upon issuance and allotment of the SPNI Bonus Shares, SPNI Subscription Shares and Essel Subscription Shares, and prior to the issuance of shares under Section II and Section III of this Scheme, the issued, subscribed and paid-up share capital of the Transferee Company shall be as follows:

Share Capital	Amount (INR)
<i>Issued, Subscribed and Paid-up Share Capital</i>	
89,58,49,667 (Eighty Nine Crores Fifty Eight Lakhs Forty Nine Thousand Six Hundred Sixty Seven) Equity Shares having a face value of INR 1 (Indian Rupees One) each	89,58,49,667 (Indian Rupees Eighty Nine Crores Fifty Eight Lakhs Forty Nine Thousand Six Hundred Sixty Seven)
Total	89,58,49,667

- 2.2. On the approval of the Scheme by the Board and members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act and rules made thereunder, if applicable, it shall be deemed that the Board and members of each of the Parties have also accorded their consent under Sections 13, 61, 42, 62, 63 and 64 of the Act and/ or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Articles, as may be applicable for the aforesaid sub-division of the Equity Shares of the Transferee Company, amendment of the memorandum of association of the Transferee Company and issuance of the SPNI Bonus Shares, SPNI Subscription Shares and Essel Subscription Shares, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Sections 13, 61, 42, 62, 63 or 64 of the Act and/ or any other applicable provisions of the Act and rules made thereunder. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents/ intimations as per the provisions of Act and rules made thereunder with RoC Mumbai or any other applicable authority to record the aforesaid sub-division of its Equity Shares, amendment of its memorandum of association and issuance of the SPNI Bonus Shares, SPNI Subscription Shares and Essel Subscription Shares, in the manner set out in this Clause 2 of Section I of the Scheme.



- 2.3. The sub-division of the Equity Shares of the Transferee Company, amendment of the memorandum of association of the Transferee Company and issuance and allotment of the SPNI Bonus Shares, SPNI Subscription Shares and Essel Subscription Shares shall be undertaken as an integral part of the Scheme and in accordance with Clause 6 of Section V of this Scheme. The SPNI Bonus Shares to be issued to the SPNI Shareholder(s), SPNI Subscription Shares to be issued to the SPNI Shareholder(s) and Essel Subscription Shares to be issued to Essel Mauritius and Essel Mauritius SPV pursuant to Section I of this Scheme shall rank *pari passu* in all respects with the existing Equity Shares of the Transferee Company, including with respect to dividend, bonus, voting rights and other corporate benefits attached to the Equity Shares of the Transferee Company.



SECTION II

AMALGAMATION OF THE TRANSFEROR COMPANY 1 WITH AND INTO THE TRANSFEREE COMPANY

PART A

WHEREAS

- A. Section II of this Scheme provides for the amalgamation of the Transferor Company 1 with and into the Transferee Company and the dissolution without winding up of the Transferor Company 1, pursuant to and under Sections 230 to 232 and other applicable provisions of the Act and rules made thereunder, the SEBI Circular and the Listing Regulations.
- B. The amalgamation of the Transferor Company 1 with and into the Transferee Company, pursuant to and in accordance with this Scheme, shall be in accordance with Section 2(1B) of the IT Act.

1. SHARE CAPITAL

- 1.1. The share capital of the Transferor Company 1 as on December 22, 2021 is as under:

Share Capital	Amount (INR)
<i>Authorised Share Capital</i>	
2,000,000,000 (Two Billion) Equity Shares of Re. 1/- (Indian Rupee One) each	2000,000,000
2,100,000,000 (Two Billion and One Hundred Million) Bonus Preference Shares of Rs. 10/- (Indian Rupees Ten) each	21,000,000,000
Total	23,000,000,000
<i>Issued, Subscribed and Paid-up Share Capital</i>	
960,515,715 (Nine Hundred and Sixty Million Five Hundred and Fifteen Thousand Seven Hundred and Fifteen) equity shares of Re. 1/- (Indian Rupee One) each	960,515,715
2,016,942,312 (Two Billion and Sixteen Million Nine Hundred and Forty Two Thousand Three Hundred and Twelve) Bonus Preference Shares of Rs. 2/- (Indian Rupees Two) each	4,033,884,624
Total	4,994,400,339

- 1.2. The shares of the Transferor Company 1 are listed on the Stock Exchanges.

PART B

2. AMALGAMATION OF THE TRANSFEROR COMPANY 1 WITH AND INTO THE TRANSFEREE COMPANY

- 2.1. Subject to the provisions of Section II of the Scheme in relation to the modalities of amalgamation and in accordance with Clause 6 of Section V of this Scheme, upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferor Company 1, together with all its present and future properties, assets, investments, borrowings, approvals, intellectual property rights, insurance covers or claims, records, licenses, rights, benefits, interests, employees, contracts, obligations, proceedings and liabilities, shall amalgamate with the Transferee Company, as a going concern, and all presents and future properties, assets, investments, borrowings, approvals, intellectual property rights, insurance covers or claims, records, licenses, rights, benefits, interests, employees, contracts, obligations, proceedings and liabilities of the Transferor Company 1 shall stand transferred to

and vested in and shall become the property of and an integral part of the Transferee Company, subject to the existing charges and encumbrances, if any, (to the extent such charges or encumbrances are outstanding on the Effective Date), by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by either of the Transferor Company 1 or the Transferee Company. Without prejudice to the generality of the above, in particular, the Transferor Company 1 shall stand amalgamated with and into the Transferee Company, in the manner described in sub-paragraphs (a) – (l) below:

- a. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all immovable property (including land, buildings and any other immovable property) of the Transferor Company 1, if any, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes, rent and charges, and fulfill all obligations, in relation to or applicable to such immovable properties, if any, and the relevant landlords, owners and lessors shall continue to comply with the terms, conditions and covenants under all relevant lease / license or rent agreements and shall, in accordance with the terms of such agreements, refund the security deposits and advance / prepaid lease / license fee, if any, to the Transferee Company. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the title to the immovable properties of the Transferor Company 1, if any, shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing of the vesting order of the Tribunal sanctioning the Scheme with the appropriate registrar and sub-registrar of assurances shall suffice as record of the Transferee Company's title to such immovable properties pursuant to the Scheme coming into effect on the Effective Date and shall constitute a deemed mutation and substitution thereof. The Transferee Company shall in pursuance of the vesting order of the Tribunal be entitled to the delivery and possession of all documents of title in respect of such immovable property, if any, in this regard. Notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Transferor Company 1 in the nature of land and buildings situated in states other than the state of Maharashtra, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Transferee Company, if the Transferee Company so decides, the respective Parties, whether before or after the Effective Date, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Transferee Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value determined in accordance with the Applicable Laws. The transfer of such immovable properties shall form an integral part of this Scheme.
- b. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all assets of the Transferor Company 1 as are movable in nature or are otherwise capable of being transferred by physical or constructive delivery and / or, by endorsement and delivery, or by vesting and recordal, including without limitation equipment, furniture, fixtures, books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material,

marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, shall stand vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery, or by vesting and recordal, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly to the Transferee Company.

- c. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any and all other movable property (except those specified elsewhere in this Clause) including without limitation investments in shares and any other securities, all sundry debts and receivables, outstanding loans and advances, if any, relating to the Transferor Company 1, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with Governmental Authorities, semi-Governmental Authorities, local and other authorities and bodies, customers and other persons, cheques on hand, shall, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, become the property of the Transferee Company. Without prejudice to the foregoing, the Transferee Company shall be entitled to deposit at any time after the Effective Date and with effect from the Appointed Date, cheques received in the name of the Transferor Company 1, to enable the Transferee Company to receive the amounts thereunder.
- d. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all debts, borrowings, liabilities, contingent liabilities, duties and obligations, secured or unsecured, relating to the Transferor Company 1, whether provided for or not in the books of accounts of the Transferor Company 1 or disclosed in the balance sheet of such Transferor Company 1 or not, shall stand transferred to and vested in the Transferee Company, and the same shall be assumed to the extent they are outstanding on the Effective Date and become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of, and shall be discharged by, the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company.
- e. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all incorporeal or Intangible Assets and Inventory of the Transferor Company 1 or granted to the Transferor Company 1 shall stand vested in and transferred to the Transferee Company and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company.
- f. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company 1 to which it is a party or to the benefit of which it may be entitled or eligible,

shall be in full force and effect against or in favour of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company 1, the Transferee Company had been a party or beneficiary or obligee thereto. Without prejudice to the generality of the foregoing, bank guarantees, performance guarantees, letters of credit, agreements with any Governmental Authority, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the business of Transferor Company 1 or to the benefit of which the Transferor Company 1 may be eligible and which are subsisting or have effect immediately before the Effective Date, including without limitation all rights and benefits (including without limitation benefits of any deposit, advances, receivables or claims) arising or accruing therefrom, shall, upon this Scheme coming into effect on the Effective Date, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, be deemed to be bank guarantees, performance guarantees, letters of credit, agreements, deeds, documents, and arrangements, as the case may be, of the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company and shall be appropriately transferred or assigned by the concerned parties/ Governmental Authority in favour of the Transferee Company.

- g. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any and all statutory licenses or other licenses (including the licenses granted to the Transferor Company 1 by any Governmental Authority for the purpose of carrying on its business or in connection therewith), no-objection certificates, permissions, registrations, approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Transferor Company 1 or granted to the Transferor Company 1 shall stand vested in or transferred to the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, and shall be appropriately transferred or assigned by the concerned parties or Governmental Authorities in favour of the Transferee Company upon amalgamation of the Transferor Company 1 with and into the Transferee Company pursuant to the Scheme, subject to the provisions of Applicable Laws. The benefit of all statutory and regulatory permissions, approvals and consents including without limitation statutory licenses, permissions, approvals or consents required to carry on the operations of the Transferor Company 1 shall vest in and become available to the Transferee Company upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company.
- h. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall bear the burden and the benefits of any legal or other proceedings (including tax proceedings) initiated by or against the Transferor Company 1. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, if any notice, dispute, suit, appeal, complaint, claim or other proceeding of whatsoever nature by or against the Transferor Company 1, including (but not limited to) those before any Governmental Authority, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of Transferor Company 1 with and into the Transferee Company, or of anything contained in this Scheme but the proceedings shall be

continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company 1, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company.

- i. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all persons who were employed in the Transferor Company 1 immediately before such date shall become employees of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, on terms and conditions which are overall no less favourable than those that were applicable to such employees immediately prior to such amalgamation, with the benefit of continuity of service and without any break or interruption in service. It is clarified that such employees of the Transferor Company 1 who become employees of the Transferee Company by virtue of this Scheme, shall be governed by the terms of employment of the Transferee Company (including in connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation), provided that such terms of employment of the Transferee Company are overall no less favourable than those that were applicable to such employees immediately before such amalgamation. In addition, with regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of the employees of the Transferor Company 1 who become employees of the Transferee Company by virtue of this Scheme, (x) all contributions made to such funds by the Transferor Company 1 on behalf of such employees shall be deemed to have been made on behalf of the Transferee Company, upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date and shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee Company, as the case may be, and (y) all contributions made by such employees, including interests/ investments (which are referable and allocable to the employees transferred), upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee Company, as the case may be. Where applicable and required, in connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of the employees of the Transferor Company 1 who become employees of the Transferee Company by virtue of this Scheme, the Transferee Company shall stand substituted for the Transferor Company 1, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company 1 in relation to such schemes or funds shall become those of the Transferee Company. In addition, upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Transferor Company 1 shall be continued/ continue to operate against the relevant employee and the Transferee Company shall be entitled to take any relevant action or sanction, without any further act, instrument or deed undertaken by the

Transferor Company 1 or the Transferee Company.

- j. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall, for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of Transferor Company 1, take into account the past services of such employees with the Transferor Company 1.
- k. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all direct and indirect taxes of any nature, duties and cess or any other like payment, including (but not limited to) income tax, security transaction tax, dividend distribution tax, foreign tax credit, equalization levy, value added tax, central sales tax, excise duty, customs duty, minimum alternate tax, advance tax, goods and services tax, tax deducted at source or tax collected at source or any other like payments made by the Transferor Company 1 to any statutory authorities, or other collections made by the Transferor Company 1 and relating to the period up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company. In addition, upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all deduction otherwise admissible to Transferor Company 1 including without limitation payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (including, but not limited to, under Section 43B, Section 40 and Section 40A of the IT Act) shall be eligible for deduction to the Transferee Company upon fulfilment of the applicable conditions under the IT Act. In addition, the Transferee Company shall be entitled to claim credit for taxes deducted at source/ taxes collected at source/ paid against tax liabilities / duty liabilities/ minimum alternate tax, advance tax, goods and services tax, value added tax liability and any other credits etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/ duties, as the case may be, are in the name of the Transferor Company 1. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all taxes payable by or refundable to or being the entitlement of the Transferor Company 1, including without limitation all or any refunds or claims shall be treated as the tax liability or refunds/ credits/ claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, entitlements (including, but not limited to, credits in respect of income tax, carry forward tax losses, unabsorbed depreciation, closing balance of CENVAT, value added tax, central sales tax, excise duty, turnover tax, goods and services tax, security transaction tax, minimum alternate tax and duty entitlement credit certificates), holidays, remissions, reductions, as would have been available to the Transferor Company 1, shall upon the Scheme coming into effect on the Effective Date, be available to the Transferee Company, subject to the provisions of Applicable Laws, and losses and unabsorbed depreciation of the Transferor Company 1 be carried forward and set off against tax on future taxable income of the Transferee Company in accordance with the provisions of, and subject to the satisfaction of the conditions set out in, Section 72A of the IT Act. The Transferee Company shall undertake all necessary compliances prescribed under Applicable Laws to, and the Transferor Company 1 shall, prior to the Effective Date, extend its cooperation to the Transferee Company to, effectuate transfer of all credits including goods and services tax of the Transferor Company 1 to the Transferee Company. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall have the right to file and/or revise the financial statements, income tax returns, tax deducted at source certificates and other statutory returns and filings, if



required, even if the relevant due dates set out under Applicable Laws may have expired.

1. Upon this Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all estates, assets, rights, title, interests and authorities accrued to and, or, acquired by the Transferor Company 1 shall be deemed to have been accrued to and, or, acquired for and on behalf of the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company and shall stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, right, title, interests and authorities of the Transferee Company.
- 2.2. Upon this Scheme coming into effect on the Effective Date and the consequent amalgamation of Transferor Company 1 into and with the Transferee Company, the secured creditors of the Transferee Company, if any, shall only continue to be entitled to security over such properties and assets forming part of the Transferee Company, as they had existing immediately prior to the amalgamation of the Transferor Company 1 into and with the Transferee Company and the secured creditors of the Transferor Company 1, if any, shall continue to be entitled to security only over such properties, assets, rights, benefits and interest of and in the Transferor Company 1, as they had existing immediately prior to the amalgamation of the Transferor Company 1 into and with the Transferee Company.
- 2.3. The Transferee Company and the Transferor Company 1 shall, respectively, take such actions as may be necessary and permissible in order to give formal effect to the provisions of this Clause 2 above, including, without limitation, making appropriate filings with any Person (including the relevant Governmental Authorities), and such Person (including the relevant Governmental Authorities) shall take the same on record, and shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company upon this Scheme coming into effect on the Effective Date in accordance with the terms hereof.
- 2.4. The Transferee Company shall, at any time after this Scheme coming into effect on the Effective Date in accordance with the provisions hereof, if so required under Applicable Laws, do all such acts or things as may be necessary to transfer/ obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company 1, including in connection with the transfer of properties of the Transferor Company 1 to the Transferee Company. For the avoidance of doubt, it is clarified that if the consent of either a third party or Governmental Authority is required to give effect to the provisions of this Clause, the said third party or Governmental Authority shall, subject to the provisions of Applicable Laws, provide such consent and shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Tribunal, and upon this Scheme coming into effect on the Effective Date. The Transferee Company shall file appropriate applications/ documents and make appropriate filings with the relevant authorities concerned for information and record purposes and the Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company 1 and to carry out or perform all such acts, formalities or compliances referred to above on behalf of the Transferor Company 1, *inter alia*, in its capacity as the successor entity of the Transferor Company 1.



PART C

3. CONSIDERATION

- 3.1. The Board of the Transferee Company shall determine the Record Date for the issue and allotment of Equity Shares to the shareholders of the Transferor Company 1 in accordance with the Merger Cooperation Agreement. Upon the Scheme coming into effect on the Effective Date and in consideration of the amalgamation of the Transferor Company 1 with the Transferee Company, the Transferee Company shall, without any further act, instrument or deed and after taking into effect the Share Issuance, Bonus Issuance and sub-division of the share capital of the Transferee Company in accordance with Section I of the Scheme, issue and allot to each shareholder of the Transferor Company 1 as on the Record Date, 85 (Eighty Five) fully paid-up Equity Shares of INR 1 (Indian Rupees One) each of the Transferee Company for every 100 (One Hundred) fully paid-up Equity Shares of INR 1 (Indian Rupee One) each of the Transferor Company 1.
- 3.2. The entitlement ratio stated in Clause 3.1 of Part C of Section II of this Scheme has been taken on record and approved by the boards of directors of the (a) Transferor Company 1 after taking into consideration the valuation report dated December 21, 2021 provided by Grant Thornton India LLP, a Registered Valuer, and (b) Transferee Company after taking into consideration the valuation report dated December 21, 2021 provided by RBSA Valuation Advisors LLP, a Registered Valuer.
- 3.3. The said Equity Shares in the Transferee Company to be issued to the equity shareholders of the Transferor Company 1 pursuant to this clause shall rank *pari passu* in all respects with the existing Equity Shares of the Transferee Company, including with respect to dividend, bonus, voting rights and other corporate benefits attached to the Equity Shares of the Transferee Company. The Equity Shares of the Transferee Company issued pursuant to this Clause 3 and in lieu of the locked-in shares of the Transferor Company 1, if any, will be subject to lock-in for the remaining lock-in period of such locked-in shares, in accordance with the SEBI Circular.
- 3.4. If any equity shareholder of the Transferor Company 1 becomes entitled to a fractional Equity Share to be issued by the Transferee Company pursuant to Clause 3.1 of Section II of this Scheme, the Transferee Company shall not issue such fractional Equity Share to such equity shareholder of the Transferor Company 1, but shall consolidate all such fractional entitlements of all equity shareholders of the Transferor Company 1 and the Board of the Transferee Company shall, without any further act, instrument or deed, issue and allot such Equity Shares that represent the consolidated fractional entitlements to a trustee nominated by the Board of the Transferee Company (“**Trustee 1**”) and the Trustee 1 shall hold such Equity Shares, with all additions or accretions thereto, in trust for the benefit of the equity shareholders of the Transferor Company 1 who are entitled to the fractional entitlements (and their respective heirs, executors, administrators or successors) for the specific purpose of selling such Equity Shares in the market within a period of 90 (ninety) days from the date of allotment of shares, and on such sale, distribute to the equity shareholders in proportion to their respective fractional entitlements, the net sale proceeds of such Equity Shares (after deduction of applicable taxes and costs incurred and subject to withholding tax, if any). It is clarified that any such distribution shall take place only after the sale of all the Equity Shares of the Transferee Company that were issued and allotted to the Trustee 1 pursuant to this Clause 3.4.
- 3.5. The Equity Shares issued by the Transferee Company in terms of this Clause 3 of Section II of the Scheme shall be issued in dematerialized form and the register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent

in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of such Equity Shares by the Transferee Company in terms of this Scheme. The shareholders of the Transferor Company 1 who hold equity shares in the Transferor Company 1 in physical form shall be obligated to provide requisite details relating to his/ her/ its accounts with a depository participant to the Transferee Company prior to the Closing Date to enable the Transferee Company to issue Equity Shares in terms of this Clause 3 of Section II of the Scheme.

However, if no such details have been provided to the Transferee Company by the relevant shareholder(s) holding equity shares in the Transferor Company 1 in physical form prior to the Closing Date, the Transferee Company shall issue the corresponding Equity Shares in dematerialized form to a trustee nominated by the Board of the Transferee Company (“**Trustee 2**”) who shall hold these Equity Shares in trust for the benefit of the relevant shareholder(s) of the Transferor Company 1. The Equity Shares of the Transferee Company held by Trustee 2 for the benefit of the relevant shareholder(s) of the Transferor Company 1 shall be transferred to the relevant shareholder(s) once such shareholder(s) provides the details of his / her / its demat account to Trustee 2, along with such other documents as may be required by Trustee 2.

- 3.6. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company 1, the Board of the Transferee Company shall be empowered in appropriate cases to effectuate and record such a transfer as if such changes in the registered holder were operative as on the Record Date and to issue and allot Equity Shares to the transferee as if the transferee was the shareholder of the Transferor Company 1 on the Record Date.
- 3.7. Upon this Scheme coming into effect on the Effective Date and upon the Equity Shares of the Transferee Company being issued and allotted by it to the equity shareholders of Transferor Company 1, the equity shares of Transferor Company 1, shall be deemed to have been automatically cancelled.
- 3.8. This Scheme is conditional upon the Scheme being approved by the members of the Parties in terms of the Act and approval of the public shareholders of the Transferor Company 1 through e-voting in terms of the SEBI Circular. The Scheme shall be acted upon only if vote cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders against it. On the approval of the Scheme by the Board and members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act and rules made thereunder, if applicable, it shall be deemed that the Board and members of each of the Parties have also accorded their consent under Sections 42 and 62(1)(c) of the Act and/ or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Articles, as may be applicable, for the aforesaid issuance of the Equity Shares of the Transferee Company to the equity shareholders of the Transferor Company 1, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Sections 42 or 62(1)(c) of the Act and/ or any other applicable provisions of the Act and rules made thereunder. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents/ intimations as per the provisions of Act and rules made thereunder with RoC Mumbai or any other applicable Governmental Authority to record the amalgamation of Transferor Company 1 with and into the Transferee Company, issuance of the Equity Shares of the Transferee Company to the equity shareholders of the Transferor Company 1 and dissolution of the Transferor Company 1, in the manner set out in this Clause 3 of Section II of the Scheme.



PART D

4. ACCOUNTING TREATMENT

- 4.1. Pursuant to the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company 1 with the Transferee Company in its books of accounts in accordance with the Indian Accounting Standard 103 “Business Combinations” prescribed under Section 133 of the Act read with the relevant rules issued thereunder and other generally accepted accounting principles in India and any other relevant or related requirement under the Act, as applicable on the Effective Date.
- 4.2. As the Transferor Company 1 shall stand dissolved without being wound up upon this Scheme becoming effective as mentioned in Clause 5 of Section II of this Scheme, hence there is no accounting treatment prescribed under this Scheme in the books of accounts of the Transferor Company 1.

5. DISSOLUTION OF THE TRANSFEROR COMPANY 1

Upon the Scheme coming into effect, the Transferor Company 1 shall, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, stand dissolved without winding up pursuant to the order of the Tribunal sanctioning the Scheme.



SECTION III

AMALGAMATION OF THE TRANSFEROR COMPANY 2 WITH AND INTO THE TRANSFEREE COMPANY

PART A

WHEREAS:

- A. Section III of this Scheme provides for the amalgamation of the Transferor Company 2 with and into the Transferee Company and the dissolution without winding up of the Transferor Company 2, pursuant to and under Sections 230 to 232 and other applicable provisions of the Act and rules made thereunder.
- B. The amalgamation of the Transferor Company 2 with and into the Transferee Company, pursuant to and in accordance with this Scheme, shall be in accordance with Section 2(1B) of the IT Act.

1. SHARE CAPITAL

- 1.1. The share capital of the Transferor Company 2, as on December 22, 2021 is as under:

Share Capital	Amount (INR)
<i>Authorised Share Capital</i> 5,000,000 (Five Million) Equity Shares of INR. 10/- (Indian Rupees Ten) each	50,000,000
Total	50,000,000
<i>Issued, Subscribed and Paid-up Share Capital</i> 1,806,640 (One Million Eight Hundred and Six Thousand Six Hundred and Forty) Equity Shares of INR. 10/- (Indian Rupees Ten) each	18,066,400
Total	18,066,400

- 1.2. The shares of the Transferor Company 2 are not listed on any stock exchange.

PART B

2. AMALGAMATION OF THE TRANSFEROR COMPANY 2 WITH AND INTO THE TRANSFEREE COMPANY

- 2.1. Subject to the provisions of Section III of the Scheme in relation to the modalities of amalgamation and in accordance with Clause 6 of Section V of this Scheme, upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferor Company 2, together with all its present and future properties, assets, investments, borrowings, approvals, intellectual property rights, insurance covers or claims, records, licenses, rights, benefits, interests, employees, contracts, obligations, proceedings and liabilities, shall amalgamate with the Transferee Company, as a going concern, and all presents and future properties, assets, investments, borrowings, approvals, intellectual property rights, insurance covers or claims, records, licenses, rights, benefits, interests, employees, contracts, obligations, proceedings and liabilities of the Transferor Company 2 shall stand transferred to

and vested in and shall become the property of and an integral part of the Transferee Company subject to the existing charges and encumbrances, if any, (to the extent such charges or encumbrances are outstanding on the Effective Date), by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by either of the Transferor Company 2 or the Transferee Company. Without prejudice to the generality of the above, in particular, the Transferor Company 2 shall stand amalgamated with and into the Transferee Company, in the manner described in sub-paragraphs (a) – (l) below:

- a. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all immovable property (including land, buildings and any other immovable property) of the Transferor Company 2, if any, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes, rent and charges, and fulfill all obligations, in relation to or applicable to such immovable properties, if any, and the relevant landlords, owners and lessors shall continue to comply with the terms, conditions and covenants under all relevant lease / license or rent agreements and shall, in accordance with the terms of such agreements, refund the security deposits and advance / prepaid lease / license fee, if any, to the Transferee Company. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the title to the immovable properties of the Transferor Company 2, if any, shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing of the vesting order of the Tribunal sanctioning the Scheme with the appropriate registrar and sub-registrar of assurances shall suffice as record of the Transferee Company's title to such immovable properties pursuant to the Scheme coming into effect on the Effective Date and shall constitute a deemed mutation and substitution thereof. The Transferee Company shall in pursuance of the vesting order of the Tribunal be entitled to the delivery and possession of all documents of title in respect of such immovable property, if any, in this regard. Notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Transferor Company 2 in the nature of land and buildings situated in states other than the state of Maharashtra, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Transferee Company, if the Transferee Company so decides, the respective Parties, whether before or after the Effective Date, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Transferee Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value determined in accordance with the Applicable Laws. The transfer of such immovable properties shall form an integral part of this Scheme.
- b. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all assets of the Transferor Company 2 as are movable in nature or are otherwise capable of being transferred by physical or constructive delivery and / or, by endorsement and delivery, or by vesting and recordal, including without limitation equipment, furniture, fixtures, books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material,

marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, shall stand vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery, or by vesting and recordal, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly to the Transferee Company.

- c. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any and all other movable property (except those specified elsewhere in this Clause) including without limitation investments in shares and any other securities, all sundry debts and receivables, outstanding loans and advances, if any, relating to the Transferor Company 2, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with Governmental Authorities, semi-Governmental Authorities, local and other authorities and bodies, customers and other persons, cheques on hand, shall, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, become the property of the Transferee Company. Without prejudice to the foregoing, the Transferee Company shall be entitled to deposit at any time after the Effective Date and with effect from the Appointed Date, cheques received in the name of the Transferor Company 2, to enable the Transferee Company to receive the amounts thereunder.
- d. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all debts, borrowings, liabilities, contingent liabilities, duties and obligations, secured or unsecured, relating to the Transferor Company 2, whether provided for or not in the books of accounts of the Transferor Company 2 or disclosed in the balance sheet of such Transferor Company 2 or not, shall stand transferred to and vested in the Transferee Company, and the same shall be assumed to the extent they are outstanding on the Effective Date and become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of, and shall be discharged by, the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company.
- e. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all incorporeal or Intangible Assets and Inventory of the Transferor Company 2 or granted to the Transferor Company 2, shall stand vested in and transferred to the Transferee Company and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company.
- f. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company 2 to which it is a party or to the benefit of which it may be entitled or eligible,

shall be in full force and effect against or in favour of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company 2, the Transferee Company had been a party or beneficiary or obligee thereto. Without prejudice to the generality of the foregoing, bank guarantees, performance guarantees, letters of credit, agreements with any Governmental Authority, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the business of Transferor Company 2 or to the benefit of which the Transferor Company 2 may be eligible and which are subsisting or have effect immediately before the Effective Date, including without limitation all rights and benefits (including without limitation benefits of any deposit, advances, receivables or claims) arising or accruing therefrom, shall, upon this Scheme coming into effect on the Effective Date, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, be deemed to be bank guarantees, performance guarantees, letters of credit, agreements, deeds, documents, and arrangements, as the case may be, of the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company and shall be appropriately transferred or assigned by the concerned parties/ Governmental Authority in favour of the Transferee Company.

- g. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any and all statutory licenses or other licenses (including the licenses granted to the Transferor Company 2 by any Governmental Authority for the purpose of carrying on its business or in connection therewith), no-objection certificates, permissions, registrations, approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Transferor Company 2 or granted to the Transferor Company 2 shall stand vested in or transferred to the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, and shall be appropriately transferred or assigned by the concerned parties or Governmental Authorities in favour of the Transferee Company upon amalgamation of the Transferor Company 2 with and into the Transferee Company pursuant to the Scheme, subject to the provisions of Applicable Laws. The benefit of all statutory and regulatory permissions, approvals and consents including without limitation statutory licenses, permissions, approvals or consents required to carry on the operations of the Transferor Company 2 shall vest in and become available to the Transferee Company upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company.
- h. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall bear the burden and the benefits of any legal or other proceedings (including tax proceedings) initiated by or against the Transferor Company 2. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, if any notice, dispute, suit, appeal, complaint, claim or other proceeding of whatsoever nature by or against the Transferor Company 2, including (but not limited to) those before any Governmental Authority, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of Transferor Company 2 with and into the Transferee Company, or of anything contained in this Scheme but the proceedings shall be

continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company 2, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company.

- i. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all persons who were employed in the Transferor Company 2 immediately before such date shall become employees of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, on terms and conditions which are overall no less favourable than those that were applicable to such employees immediately prior to such amalgamation, with the benefit of continuity of service and without any break or interruption in service. It is clarified that such employees of the Transferor Company 2 who become employees of the Transferee Company by virtue of this Scheme, shall be governed by the terms of employment of the Transferee Company (including in connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation), provided that such terms of employment of the Transferee Company are overall no less favourable than those that were applicable to such employees immediately before such amalgamation. In addition, with regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of the employees of the Transferor Company 2 who become employees of the Transferee Company by virtue of this Scheme, (x) all contributions made to such funds by the Transferor Company 2 on behalf of such employees shall be deemed to have been made on behalf of the Transferee Company, upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date and shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee Company, as the case may be, and (y) all contributions made by such employees including interests/ investments (which are referable and allocable to the employees transferred), upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee Company, as the case may be. Where applicable and required, in connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of the employees of the Transferor Company 2 who become employees of the Transferee Company by virtue of this Scheme, the Transferee Company shall stand substituted for the Transferor Company 2, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company 2 in relation to such schemes or funds shall become those of the Transferee Company. In addition, upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Transferor Company 2 shall be continued/ continue to operate against the relevant employee and the Transferee Company shall be entitled to take any relevant action or sanction, without any further act, instrument or deed undertaken by the

Transferor Company 2 or the Transferee Company.

- j. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall, for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of Transferor Company 2, take into account the past services of such employees with the Transferor Company 2.
- k. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all direct and indirect taxes of any nature, duties and cess or any other like payment, including (but not limited to) income tax, security transaction tax, dividend distribution tax, foreign tax credit, equalization levy, value added tax, central sales tax, excise duty, customs duty, minimum alternate tax, advance tax, goods and services tax, tax deducted at source or tax collected at source or any other like payments made by the Transferor Company 2 to any statutory authorities, or other collections made by the Transferor Company 2 and relating to the period up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company. In addition, upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all deduction otherwise admissible to Transferor Company 2 including without limitation payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (including, but not limited to, under Section 43B, Section 40 and Section 40A of the IT Act) shall be eligible for deduction to the Transferee Company upon fulfilment of the applicable conditions under the IT Act. In addition, the Transferee Company shall be entitled to claim credit for taxes deducted at source/ taxes collected at source/ paid against tax liabilities / duty liabilities/ minimum alternate tax, advance tax, goods and services tax, value added tax liability and any other credits etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/ duties, as the case may be, are in the name of the Transferor Company 2. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all taxes payable by or refundable to or being the entitlement of the Transferor Company 2, including without limitation all or any refunds or claims shall be treated as the tax liability or refunds/ credits/ claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, entitlements (including, but not limited to, credits in respect of income tax, carry forward tax losses, unabsorbed depreciation, closing balance of CENVAT, value added tax, central sales tax, excise duty, turnover tax, goods and services tax, security transaction tax, minimum alternate tax and duty entitlement credit certificates), holidays, remissions, reductions, as would have been available to the Transferor Company 2, shall upon the Scheme coming into effect on the Effective Date, be available to the Transferee Company, subject to the provisions of Applicable Laws, and losses and unabsorbed depreciation of the Transferor Company 2 be carried forward and set off against tax on future taxable income of the Transferee Company in accordance with the provisions of, and subject to the satisfaction of the conditions set out in, Section 72A of the IT Act. The Transferee Company shall undertake all necessary compliances prescribed under Applicable Laws to, and the Transferor Company 2 shall extend its cooperation to the Transferee Company to, effectuate transfer of all credits including goods and services tax of the Transferor Company 2 to the Transferee Company, prior to the Effective Date. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall have the right to file and/or revise the financial statements, income tax returns, tax deducted at source certificates and other statutory returns and filings, if



required, even if the relevant due dates set out under Applicable Laws may have expired.

1. Upon this Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all estates, assets, rights, title, interests and authorities accrued to and, or, acquired by the Transferor Company 2 shall be deemed to have been accrued to and, or, acquired for and on behalf of the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company and shall stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, right, title, interests and authorities of the Transferee Company.
- 2.2. Upon this Scheme coming into effect on the Effective Date and the consequent amalgamation of Transferor Company 2 into and with the Transferee Company, the secured creditors of the Transferee Company, if any, shall only continue to be entitled to security over such properties and assets forming part of the Transferee Company, as they had existing immediately prior to the amalgamation of the Transferor Company 2 into and with the Transferee Company and the secured creditors of the Transferor Company 2, if any, shall continue to be entitled to security only over such properties, assets, rights, benefits and interest of and in the Transferor Company 2, as they had existing immediately prior to the amalgamation of the Transferor Company 2 into and with the Transferee Company.
- 2.3. The Transferee Company and the Transferor Company 2 shall, respectively, take such actions as may be necessary and permissible in order to give formal effect to the provisions of this Clause 2 above, including, without limitation, making appropriate filings with any Person (including the relevant Governmental Authorities), and such Person (including the relevant Governmental Authorities) shall take the same on record, and shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company upon this Scheme coming into effect on the Effective Date in accordance with the terms hereof.
- 2.4. The Transferee Company shall, at any time after this Scheme coming into effect on the Effective Date in accordance with the provisions hereof, if so required under Applicable Laws, do all such acts or things as may be necessary to transfer/ obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company 2, including in connection with the transfer of properties of the Transferor Company 2 to the Transferee Company. For the avoidance of doubt, it is clarified that if the consent of either a third party or Governmental Authority is required to give effect to the provisions of this Clause, the said third party or Governmental Authority shall, subject to the provisions of Applicable Laws, provide such consent and shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Tribunal and upon this Scheme coming into effect on the Effective Date. The Transferee Company shall file appropriate applications/ documents and make appropriate filings with the relevant authorities concerned for information and record purposes and the Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company 2 and to carry out or perform all such acts, formalities or compliances referred to above on behalf of the Transferor Company 2, *inter alia*, in its capacity as the successor entity of the Transferor Company 2.



PART C

3. CONSIDERATION

- 3.1. The Board of the Transferee Company shall determine the Record Date for the issue and allotment of Equity Shares to the shareholders of the Transferor Company 2 in accordance with the Merger Cooperation Agreement. Upon the Scheme coming into effect on the Effective Date and in consideration of the amalgamation of the Transferor Company 2 with Transferee Company, the Transferee Company shall, without any further act, instrument or deed and after taking into effect the Share Issuance, Bonus Issuance and sub-division of the share capital of the Transferee Company in accordance with Section I of the Scheme, issue and allot to each shareholder of the Transferor Company 2 whose name is recorded in the register of members as a member of the Transferor Company 2 as on the Record Date, 133 (One Hundred Thirty Three) fully paid-up Equity Shares of INR 1 (Indian Rupees One) each of the Transferee Company for every 10 (Ten) fully paid-up Equity Shares of INR 10 (Indian Rupees Ten) each of the Transferor Company 2.
- 3.2. The entitlement ratio stated in Clause 3.1 of Part C of Section III of this Scheme has been taken on record and approved by the boards of directors of the Transferor Company 2 and Transferee Company after taking into consideration the valuation report dated December 21, 2021 provided by RBSA Valuation Advisors LLP, a Registered Valuer.
- 3.3. The said Equity Shares in the Transferee Company to be issued to the equity shareholders of the Transferor Company 2 pursuant to this Clause shall rank *pari passu* in all respects with the existing Equity Shares of the Transferee Company, including with respect to dividend, bonus, voting rights and other corporate benefits attached to the Equity Shares of the Transferee Company.
- 3.4. If any equity shareholder of the Transferor Company 2 becomes entitled to a fractional Equity Share to be issued by the Transferee Company pursuant to Clause 3.1 of Section III of this Scheme, the Transferee Company shall not issue such fractional Equity Share to such equity shareholder of the Transferor Company 2, but shall consolidate all such fractional entitlements of all equity shareholders of the Transferor Company 2 and the Board of the Transferee Company shall, without any further act, instrument or deed, issue and allot such Equity Shares that represent the consolidated fractional entitlements to Trustee 1 and Trustee 1 shall hold such Equity Shares with all additions or accretions thereto in trust for the benefit of the equity shareholders of the Transferor Company 2 who are entitled to the fractional entitlements (and their respective heirs, executors, administrators or successors) for the specific purpose of selling such Equity Shares in the market within a period of 90 (ninety) days from the date of allotment of shares, and on such sale, distribute to the equity shareholders in proportion to their respective fractional entitlements, the net sale proceeds of such Equity Shares (after deduction of applicable taxes and costs incurred and subject to withholding tax, if any). It is clarified that any such distribution shall take place only after the sale of all the Equity Shares of the Transferee Company that were issued and allotted to Trustee 1 pursuant to this Clause 3.4.
- 3.5. The Equity Shares issued by the Transferee Company in terms of this Clause 3 of Section III of the Scheme shall be issued in dematerialized form and the register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of such Equity Shares by the Transferee Company in terms of this Scheme.



- 3.6. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company 2, the Board of the Transferee Company shall be empowered in appropriate cases to effectuate and record such a transfer as if such changes in the registered holder were operative as on the Record Date and to issue and allot Equity Shares to the transferee as if the transferee was the shareholder of the Transferor Company 2 on the Record Date.
- 3.7. Upon this Scheme coming into effect on the Effective Date and upon the Equity Shares of the Transferee Company being issued and allotted by it to the equity shareholders of Transferor Company 2, the equity shares of Transferor Company 2, shall be deemed to have been automatically cancelled.
- 3.8. On the approval of the Scheme by the Board and members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act and rules made thereunder, if applicable, it shall be deemed that the Board and members of each of the Parties have also accorded their consent under Sections 42 and 62(1)(c) of the Act and/ or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Articles, as may be applicable for the aforesaid issuance of Equity Shares of the Transferee Company to the equity shareholders of the Transferor Company 2, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Sections 42 or 62(1)(c) of the Act and/ or any other applicable provisions of the Act and rules made thereunder. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents/ intimations as per the provisions of Act and rules made thereunder with RoC Mumbai or any other applicable Governmental Authority to record the amalgamation of Transferor Company 2 with and into the Transferee Company, issuance of Equity Shares of the Transferee Company to the equity shareholders of the Transferor Company 2 and dissolution of the Transferor Company 2, in the manner set out in this Clause 3 of Section III of the Scheme.

PART D

4. ACCOUNTING TREATMENT

- 4.1. Pursuant to the Scheme coming into effect, the Transferee Company shall account for the amalgamation of the Transferor Company 2 with the Transferee Company in its books of accounts as per the “Pooling of Interest” method prescribed under Appendix C of the Indian Accounting Standard - 103 – “Business Combinations” (IND AS 103) prescribed under Section 133 of the Act read with the relevant rules issued thereunder and other generally accepted accounting principles in India and any other relevant or related requirement under the Companies Act, as applicable on the Effective Date.
- 4.2. As the Transferor Company 2 shall stand dissolved without being wound up upon this Scheme becoming effective as mentioned in Clause 5 of Section III of this Scheme, hence there is no accounting treatment prescribed under this Scheme in the books of accounts of the Transferor Company 2.

5. DISSOLUTION OF THE TRANSFEROR COMPANY 2

Upon the Scheme coming into effect, the Transferor Company 2 shall, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, stand dissolved without winding up pursuant to the order of the Tribunal sanctioning the Scheme.



SECTION IV

CERTAIN ARRANGEMENTS AMONG THE TRANSFEREE COMPANY, SONY GROUP AND ESSEL GROUP

1. PROMOTERS OF TRANSFEREE COMPANY

On and from the Effective Date, the Sony Group and their respective Affiliates, and the Essel Group and their respective Affiliates, shall be categorized as separate and independent 'promoters' of the Transferee Company, as per the Listing Regulations and other Applicable Laws.

2. AMENDMENT OF ARTICLES OF ASSOCIATION OF TRANSFEREE COMPANY

2.1. Upon the Scheme coming into effect on the Effective Date, and as an integral part of the Scheme, the Articles of the Transferee Company shall stand amended and restated in the form set out in **Schedule B** of this Scheme.

2.2. On the approval of the Scheme by the Board and the members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act and rules made thereunder, the SEBI Circular and the Listing Regulations, if applicable, it shall be deemed that the Board and the members of each of the Parties have also accorded their consent under Section 14 of the Act and/ or any other applicable provisions of the Act and rules made thereunder, the Listing Regulations and the relevant provisions of the Articles, as may be applicable for the aforesaid amendment of the Articles of the Transferee Company, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Section 14 of the Act and/ or any other applicable provisions of the Act and rules made thereunder, or under relevant provisions of the Listing Regulations and the Articles. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents/ intimations as per the provisions of Act and rules made thereunder with RoC Mumbai or any other applicable Governmental Authority to record the aforesaid amendment of the Articles of the Transferee Company.

3. MANAGEMENT OF THE COMPANY

3.1. Upon the Scheme coming into effect on the Effective Date, and as an integral part of the Scheme, the ZEEL Director shall be appointed as the managing director and chief executive officer of the Transferee Company for a period of 5 (five) years from the Effective Date subject to and on terms and conditions as agreed between the Transferee Company and the ZEEL Director. A summary of the key terms of the appointment of the ZEEL Director are set out in **Schedule C** of this Scheme.

3.2. On the approval of the Scheme by the Board and the members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act and rules made thereunder, the SEBI Circular and the Listing Regulations, if applicable, it shall be deemed that the Board and the members of each of the Parties have also accorded their consent under Section 196 of the Act and/ or any other applicable provisions of the Act and rules made thereunder, the Listing Regulations and the relevant provisions of the Articles, as may be applicable for the aforesaid appointment of the ZEEL Director as the managing director and chief executive officer of the Transferee Company for a period of 5 (five) years from the Effective Date, subject to and on the terms as agreed between the Transferee Company and the ZEEL Director, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Section 196 of the Act and/ or any



other applicable provisions of the Act and rules made thereunder, or under relevant provisions of the Listing Regulations and the Articles. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents/ intimations as per the provisions of Act and rules made thereunder with RoC Mumbai or any other applicable Governmental Authority to record the aforesaid appointment of the ZEEL Director as the managing director and chief executive officer of the Transferee Company.

4. NON COMPETE ARRANGEMENT

- 4.1. Pursuant to (a) a non-compete agreement dated on or about the date of this Agreement entered into between Essel Mauritius and SPE Mauritius Investments Limited which is effective on and from the Effective Date and (b) a non-compete agreement dated on or about the date of this Agreement entered into amongst, Mr. Subhash Chandra, Mr. Punit Goenka, Mr. Amit Goenka and SPE Mauritius Investments Limited which is effective on and from the Effective Date, the Essel Group have agreed to not compete with the SPE Mauritius. A summary of the key terms of such non-compete agreements are set out in **Schedule D** of this Scheme.
- 4.2. In addition to the requirements under the Act, the non-compete arrangements are conditional upon approval of public shareholders by way of an ordinary resolution under the applicable provisions of the Listing Regulations. On the approval of the Scheme by the Board and the members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act and rules made thereunder, the SEBI Circular and the Listing Regulations, if applicable, it shall be deemed that the Board and the members of each of the Parties have also accorded their consent under applicable provisions of the Listing Regulations and/ or any other applicable provisions of the Listing Regulations and the relevant provisions of the Articles, as may be applicable for payment of consideration from SPE Mauritius to Essel Mauritius as set out in **Schedule D** of this Scheme ("**Non-Compete Fee**"), and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under applicable provisions of the Listing Regulations and/ or any other applicable provisions of the Listing Regulations, or under relevant provisions of the Listing Regulations and the Articles.



SECTION V

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

1. APPLICATION TO THE TRIBUNAL

Each of the Parties shall, as required under Applicable Law, make applications/ petitions under Sections 230 to 232 and other applicable provisions of the Act and rules made thereunder to the Tribunal(s) for the sanction of this Scheme and all matters ancillary or incidental thereto.

2. TRANSFER OF THE AUTHORISED SHARE CAPITAL

2.1. As an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date, the authorised share capital of the Transferor Company 1, comprised of 2,000,000,000 (Two Billion) Equity Shares of Re. 1/- (Indian Rupee One) each and 2,100,000,000 (Two Billion and One Hundred Million) Bonus Preference Shares of Rs. 10/- (Indian Rupees Ten) each, shall stand reclassified entirely only as equity share capital, comprised of INR 23,000,000,000 (Indian Rupees Twenty Three Billion only) of equity share capital, divided into 23,000,000,000 (Twenty Three Billion) equity shares of face value of INR 1 (Indian Rupees One) each, and shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company. As an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date, the authorised share capital of the Transferor Company 2, comprised of 5,000,000 (Five Million) Equity Shares of INR. 10/- (Indian Rupees Ten) each, shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company. As a consequence, the authorised share capital of the Transferee Company as set out in Clause 1.3 of Section II of the Scheme shall stand enhanced to INR 23,901,000,000 (Indian Rupees Twenty Three Billion Nine Hundred And One Million) divided into 23,901,000,000 (Twenty Three Billion Nine Hundred And One Million) Equity Shares of face value of INR 1 (Indian Rupees One only) each, without any further act, instrument or deed undertaken by the Transferee Company and the liability of the Transferee Company for payment of any additional fees or stamp duty in respect of such increase shall be limited to the difference between the fee or stamp duty payable by the Transferee Company on its increased authorized share capital after the Scheme comes into effect, and the fee or stamp duty paid by the Transferor Company 1 and the Transferor Company 2, if any, on its authorised share capital, from time to time.

2.2. Subsequent to the sub-division of the Equity Shares of the Transferee Company as contemplated in Section I of this Scheme and reclassification and enhancement of the authorised share capital of the Transferee Company as contemplated herein, the authorised share capital clause of the memorandum of association (Clause V) of the Transferee Company shall stand modified and read as follows:

“The Authorised Share Capital of the Company is INR 23,901,000,000 (Indian Rupees Twenty Three Billion Nine Hundred And One Million) divided into 23,901,000,000 (Twenty Three Billion Nine Hundred And One Million) equity shares of face value of INR 1 (Indian Rupees One only) each.”

2.3. For the avoidance of doubt, it is clarified that, in case, the authorised share capital of the Transferor Company 1, the Transferor Company 2 and/ or the Transferee Company, as the case may be, undergoes any change, prior to this Scheme coming into effect on the Effective Date, then this Clause 2 of Section V of the Scheme shall automatically stand modified/ adjusted accordingly to take into account the effect of such change.

2.4. On the approval of the Scheme by the Board and the members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act and rules made thereunder, the SEBI Circular and the Listing Regulations, if applicable, it shall be deemed that the Board and the members of each of the Parties have also accorded their consent under Sections 13, 61 and 64 of the Act and/ or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Listing Regulations and the Articles, as may be applicable for effecting the aforesaid reclassification, amendment and increase in the authorised share capital of the Transferee Company, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferor Company 1, the Transferor Company 2 or the Transferee Company under Sections 13, 61 or 64 of the Act and/ or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Listing Regulations and the Articles. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents/ intimations as per the provisions of Act and rules made thereunder with RoC Mumbai or any other applicable Governmental Authority in respect of the aforesaid reclassification, amendment and increase in the authorised share capital of the Transferee Company, in the manner set out in this Clause 2 of Section V of the Scheme. Pursuant to Section 232(3)(i) of the Act, the fee(s) paid by the Transferor Company 1 and Transferor Company 2 on their respective authorised share capital shall be set-off against any fee payable by the Transferee Company on its authorised share capital subsequent to the amalgamation.

3. **CONVERSION OF THE TRANSFEEE COMPANY INTO A PUBLIC COMPANY**

3.1. As an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date, the Transferee Company shall stand converted into a 'public company' in terms of the Act and rules made thereunder. As the conversion of the Transferee Company into a 'public company' is an integral part of the Scheme, the consent of the Board and members of the Parties to this Scheme shall be deemed to be their consent for such conversion as required under the Act and rules made thereunder, including in terms of Sections 13 and 18 of the Act and any other applicable provisions of the Act and rules made thereunder, and provisions of the Articles.

3.2. The memorandum of association shall be amended (to the extent required) to reflect the conversion contemplated in Clause 3.1 above as required in terms of the Act and rules made thereunder. Upon the Scheme coming into effect on the Effective Date, the Transferee Company's name shall stand changed to remove the word "Private" from its name or be adopted to such other name as may be mutually agreed between the Board of the Transferee Company and the Transferor Company 1, and approved by the relevant jurisdictional Registrar of Companies.

3.3. The Articles of the Transferee Company shall be amended and restated to reflect the conversion contemplated in Clause 3.1 above, in accordance with Clause 2 of Section IV of this Scheme.

3.4. On the approval of the Scheme by the Board and the members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act and rules made thereunder, the SEBI Circular and the Listing Regulations, if applicable, it shall be deemed that the Board and the members of each of the Parties have also accorded their consent under Sections 13, 14 and 18 of the Act and/ or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Listing Regulations, as may be applicable for effecting the aforesaid conversion of the Transferee Company into a public company, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Sections 13, 14 or 18 of the Act and/ or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Listing Regulations. Upon this Scheme coming into effect, the Transferee



Company shall, if required, file all necessary documents/ intimations and make payment of any necessary fees as per the provisions of Act and rules made thereunder with RoC Mumbai or any other applicable Governmental Authority in respect of the aforesaid conversion of the Transferee Company into a public company, in the manner set out in this Clause 3 of Section V of the Scheme. The RoC Mumbai will issue a fresh certificate of incorporation to the Transferee Company in accordance with the provisions of the Act and rules made thereunder.

4. **LISTING OF EQUITY SHARES**

- 4.1. Upon the Scheme coming into effect on the Effective Date, the Equity Shares of the Transferee Company shall be listed and admitted for trading on the Stock Exchanges by virtue of this Scheme and in accordance with the provisions of Applicable Laws (including the SEBI Circular). The Transferee Company shall make all requisite applications and shall otherwise comply with the provisions of the SEBI Circular, and take all steps to get its Equity Shares listed on the Stock Exchanges and obtain the final listing and trading permissions.
- 4.2. The Equity Shares allotted by the Transferee Company pursuant to this Scheme shall remain frozen in the depository system till listing/ trading permission is given by the designated Stock Exchange. There shall be no change in the shareholding pattern of the Transferee Company between the Record Date and the listing which may affect the status of such permission. Further, the Transferee Company will not issue/ reissue any Equity Shares which are not covered under the Scheme.
- 4.3. Post listing of the Equity Shares of the Transferee Company on the Stock Exchanges, the Transferee Company shall comply with the requirement of maintaining public shareholding within such timelines as may be prescribed by Applicable Law from time to time. Additionally, the percentage of shareholding of the pre-scheme public shareholders of the Transferor Company 1, in the post scheme shareholding pattern of the Transferee Company on a fully diluted basis, shall not be less than 25% (twenty five per cent.) in accordance with the provisions of the SEBI Circular.
- 4.4. Any acquisition of shares, voting rights or control pursuant to the amalgamation of the Transferor Company 1 and Transferor Company 2 with the Transferee Company pursuant to this Scheme does not trigger any obligation to make an open offer, in terms of Regulation 10(1)(d) of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (“**Takeover Code**”). The Sony Group and the Essel Group shall not be considered to be ‘persons acting in concert’, in terms of the Takeover Code, for the purposes of the transactions contemplated under this Scheme.

5. **CONDITIONALITY AND EFFECTIVENESS OF THE SCHEME**

- 5.1. This Scheme shall become effective on the date on which the last of the following conditions are fulfilled in accordance with the terms of the Merger Cooperation Agreement (“**Effective Date**”):
 - (a) Approval of the members:
 - (i) the requisite majorities in number and value of such classes of members as may be directed by the Tribunal or any other competent authority, as may be applicable, approving the Scheme;



- (ii) the votes cast by the public shareholders of the Transferor Company 1 in favour of the Scheme being more than the number of votes cast by the public shareholders of the Transferor Company 1 against the Scheme; and
- (iii) the public shareholders of the Transferor Company 1 shall have approved the Scheme by way of an ordinary resolution and all 'interested persons' as understood in terms of the Listing Regulations shall have abstained from voting in the relevant meeting of the members approving the Scheme;

in each case, in compliance with the provisions of the Act, the SEBI Circular and the Listing Regulations that require seeking approval of a Party through e-voting.

- (b) The requisite majorities in number and value of such classes of secured and unsecured creditors as may be directed by the Tribunal or any other competent authority, as may be applicable, approving the Scheme.
- (c) The Parties having procured the Approval of the Competition Commission of India, in accordance with the provisions of Applicable Laws, to consummate the Scheme and other transactions contemplated under the Merger Cooperation Agreement, in a form and substance satisfactory to each Party.
- (d) The Scheme being sanctioned by the Tribunal under Sections 230 to 232 and any other applicable provisions of the Act and rules made thereunder, and each of the Parties having filed certified copies of the order of the Tribunal sanctioning this Scheme with RoC Mumbai within the statutory timelines.
- (e) The Parties having procured the Approval(s) from the Ministry of Information and Broadcasting, Government of India, for (i) the appointment of the ZEEL Director as the managing director and the chief executive officer of the Transferee Company; (ii) the appointment of each of the Independent Directors to the Board of the Transferee Company; and (iii) the appointment of each of the Sony Group Director(s), to the Board of the Transferee Company.
- (f) The Parties having made an application to the Ministry of Information and Broadcasting, Government of India for obtaining the approval of the Ministry of Information and Broadcasting, Government of India, in accordance with the provisions of Applicable Laws for the transfer of the licenses obtained by Transferor Company 1 and Transferor Company 2 in relation to the up-linking and down-linking of television channels (as applicable) to the Transferee Company, pursuant to this Scheme.
- (g) The satisfaction (or waiver in writing) of such other conditions as have been mutually agreed between the Parties in writing in the Merger Cooperation Agreement.
- (h) The occurrence of the Closing Date in terms of the Merger Cooperation Agreement.

5.2. Each of the Parties shall file the order of the Tribunal approving the Scheme with RoC Mumbai within a period of 30 (thirty) days of receipt of such order. In case the Scheme does not become effective in terms of Clause 5.1 above, within a period of 30 (thirty) days of receipt of the order of the Tribunal approving the Scheme, each of the Parties shall file an intimation with RoC Mumbai within 30 (thirty) days of the Effective Date.

SEQUENCING OF ACTIONS

Upon the sanction of this Scheme and upon this Scheme coming into effect on the Effective Date, the following shall be deemed to have occurred / shall occur and become effective and operative, only in the sequence and in the order mentioned hereunder:

Firstly, the following actions under Section I of this Scheme shall occur:

- (a) sub-division of the Equity Shares of the Transferee Company in accordance with Section I of this Scheme;
- (b) issuance and allotment of the SPNI Bonus Shares by the Transferee Company to the SPNI Shareholder(s) in accordance with Section I of the Scheme;
- (c) issuance and allotment of the SPNI Subscription Shares by the Transferee Company to the SPNI Shareholder(s) in consideration of the contribution of the SPNI Subscription Amount by the SPNI Shareholder(s) to the Transferee Company, in accordance with Section I of this Scheme;
- (d) issuance and allotment of the Essel Subscription Shares by the Transferee Company to Essel Mauritius and Essel Mauritius SPV, in the proportion set out in **Schedule E**, in consideration of the contribution of the Essel Subscription Amount by Essel Mauritius and Essel Mauritius SPV to the Transferee Company, in the proportion set out in **Schedule E** and in accordance with Section I of this Scheme;

Subsequently, the following actions under Sections II, III, IV and V of this Scheme shall occur:

- (e) amalgamation of the Transferor Company 1 into and with the Transferee Company in accordance with Section II of this Scheme;
- (f) amalgamation of the Transferor Company 2 into and with the Transferee Company in accordance with Section III of this Scheme;
- (g) transfer of the authorised share capital of each of the Transferor Company 1 and Transferor Company 2 to the Transferee Company in accordance with Clause 2 of Section V of the Scheme, and consequential increase in the authorised share capital of the Transferee Company;
- (h) issue and allotment of Equity Shares of the Transferee Company by the Transferee Company to the shareholders of the Transferor Company 1 (as of the Record Date) in accordance with Clause 3 of Section II of this Scheme and to the shareholders of the Transferor Company 2 (as of the Record Date) in accordance with Clause 3 of Section III of this Scheme;
- (i) appointment of the ZEEL Director as the managing director and chief executive officer of the Transferee Company in accordance with the terms of this Scheme;
- (j) conversion of the Transferee Company into a 'public company' in accordance with Clause 3 of Section V of the Scheme, and the consequential amendment of the memorandum of association and the Articles of the Transferee Company;
- (k) dissolution of the Transferor Company 1 without winding-up in accordance with Clause 5 of Section II of this Scheme;



- (l) dissolution of the Transferor Company 2 without winding-up in accordance with Clause 5 of Section III of this Scheme; and
- (m) listing of the Equity Shares of the Transferee Company in accordance with Clause 4 of Section V of the Scheme.

7. MODIFICATIONS/ AMENDMENTS TO THE SCHEME

Each of the Parties will be at liberty to apply to the Tribunal from time to time for necessary directions in matters relating to this Scheme or any terms thereof, in terms of the Act and rules made thereunder.

Subject to the provisions of the SEBI Circular, the Parties may, by mutual consent and acting through their respective board of directors (which shall include any committee constituted by the respective boards), assent to any modifications/ amendments to this Scheme and/ or to any conditions or limitations that the Tribunal or any other Governmental Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them.

8. APPLICATION FOR OPERATIONAL LICENSES BY TRANSFEE COMPANY

The Transferee Company shall be entitled, pending the sanction of this Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to carry on the business of the Transferor Company 1 and Transferor Company 2.

9. REMOVAL OF DIFFICULTIES

The Parties may, by mutual consent and acting through their respective authorised representatives, agree to take all such steps as may be necessary, desirable or proper to resolve all doubts, difficulties or questions, that may arise in relation to the meaning or interpretation of the respective sections of this Scheme or implementation thereof or in any manner whatsoever connected therewith, whether by reason of any directive or order of the Tribunal or any other Governmental Authority or otherwise, howsoever arising out of, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or any matters concerned or connected therewith and to do and execute all acts, deeds, matters and things necessary for giving effect to this Scheme.

This Scheme is in compliance with the provisions relating to “Amalgamation” as specified under Section 2(1B) and other relevant provisions of the Income-tax Act, 1961 and applicable rules. If any terms or provisions of this Scheme is/are inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961, the provisions of Section 2(1B) of the Income-tax Act shall prevail and this Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income-tax Act, 1961 and such modification shall not affect other terms or provisions of this Scheme.

10. WITHDRAWAL OF THE SCHEME

The Scheme may be withdrawn from the Tribunal by the Parties upon the occurrence of the following events:

- (a) by mutual consent of the Parties, acting through their respective board of directors; or



(b) upon termination of the Merger Cooperation Agreement.

11. **ENTIRE EFFECT**

Each section of this Scheme is inextricably inter-linked with the other sections and the Scheme shall be given effect only in its entirety in the sequence set out in Clause 6 of Section V of the Scheme.

12. **COSTS, CHARGES AND EXPENSES**

Except as otherwise contemplated in the Merger Cooperation Agreement, each of the Parties shall bear all their respective costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto.

13. **REPEAL AND SAVINGS**

The provisions of the Act and rules made thereunder shall not be required to be separately complied with, in relation to acts done by the Transferor Company 1 or the Transferor Company 2 or the Transferee Company as per direction or order of the Tribunal sanctioning this Scheme.

SCHEDULE A

ESSEL GROUP

S. No.	Name of the Essel Group Participant	Address
1.	Subhash Chandra	1 st floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
2.	Sushila Devi	1 st floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
3.	Punit Goenka	6 & 7 th floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
4.	Shreyasi Goenka	6 & 7 th floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
5.	Amit Goenka	4 & 5 th floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
6.	Navyata Goenka	4 & 5 th floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
7.	Cyquator Media Services Private Limited	18 th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai 400013
8.	Essel Corporate LLP	18 th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai 400013
9.	Sprit Infrapower & Multiventures Private Limited	18 th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai 400013
10.	Essel Infraprojects Limited	513/A, 5 th Floor, Kohinoor City, Kirod Road, Kurla (west), Mumbai 400070
11.	Essel Media Ventures Limited	Suite 308, St James Court, St Denis Street, Port Louis, Mauritius
12.	Sunbright International Holdings Limited (formerly known as Essel Holdings Limited)	Suite 308, St James Court, St Denis Street, Port Louis, Mauritius
13.	Essel International Limited	Suite 308, St James Court, St Denis Street, Port Louis, Mauritius



SCHEDULE B
ARTICLES OF ASSOCIATION
[appended below]



UNDER THE COMPANIES ACT, 2013 (18 of 2013)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

[NAME OF THE RESULTANT ENTITY]¹

(Incorporated under the Companies Act, 1956)

This set of Articles of Association has been adopted as the Articles of Association of [name of resultant entity] (the “**Company**”) in substitution for and to the exclusion of the existing articles of association of the Company pursuant to the Scheme of Arrangement (*as defined below*).

PRELIMINARY

TABLE ‘F’ EXCLUDED

1. The regulations contained in the Table marked ‘F’ in Schedule I to the Act (as defined below), shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles (*as defined below*) or by the said Act (*as defined below*).
2. The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Act, be such as are contained in these Articles.

PART A

DEFINITIONS AND INTERPRETATION

3. In these Articles, the following words and expressions, unless repugnant to the subject, shall mean the following:

“**Act**” means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force.

“**Affiliate**” means,

- (i) with respect to any Person that is not a natural Person, any Person Controlled, directly or indirectly, by that Person, or any Person that Controls, directly or indirectly, that Person, or any Person under common Control with that Person, directly or indirectly;
- (ii) with respect to any Person that is a natural Person, (a) any Person Controlled directly or indirectly, by that Person or his/ her Relative(s) or any Trust(s); (b) any trust, of

¹ To be inserted basis the name approved pursuant to the Scheme of Arrangement.



which such Person or his/her Relative or any Person Controlled directly or indirectly, by that Person or his/ her Relatives, is a direct or indirect beneficiary (“**Trust**”); and (c) his/ her Relatives.

“**Annual General Meeting**” means the annual general meeting of the Company convened and held in accordance with the Act.

“**Articles of Association**” or “**Articles**” mean these articles of association of the Company, as may be altered from time to time in accordance with the Act.

“**Board**” or “**Board of Directors**” means the board of directors of the Company in office at applicable times.

“**Buy Back**” shall have the meaning as referred to under Section 68 of the Act.

“**Company**” means [name of the resultant entity], a company incorporated under the laws of India.

“**Company Secretary**” means the company secretary of the Company appointed under the Act.

“**Consultative Matter Discussion**” means the matters set forth in Article 116(b).

“**Consultative Matters**” means the matters set forth in Article 116(i).

“**Controlling**”, “**Controlled by**” or “**Control**” with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than one-half of the Directors, partners or other individuals exercising similar authority with respect to such Person.

“**Depository**” means a depository, as defined in clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996 and a company formed and registered under the Act and which has been granted a certificate of registration under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992.

“**Director**” shall mean any director of the Company.

“**Equity Securities**” mean, with respect to a Company, the Equity Shares of such Company and such other instruments, securities, shares, options (whether granted, vested, exercised or not), warrants (whether exercised or not), or arrangements which are convertible into, exchangeable for or exercisable into, Equity Shares of such Company.

“**Equity Shares**” shall mean the issued, subscribed and fully paid-up equity shares of the Company.

“**Essel Group Participants**” means the Persons set out in **Schedule I**.

“**Essel Person**” shall have the meaning assigned to such term in Article 117.

“**Extraordinary General Meeting**” means an extraordinary general meeting of the Company convened and held in accordance with the Act.



“Financial Year” means the period commencing on April 1 of each year and ending on March 31 of the following calendar year.

“Fully-Diluted Basis” means, with respect to any calculation of the number of outstanding Equity Shares of a Person (other than a natural Person), calculated as if: (i) Equity Securities of such Person outstanding on the date of such calculation have been exercised or exchanged for, or converted into, Equity Shares of such Person; and (ii) Equity Shares issuable by such Person pursuant to contractual or other obligations have been issued.

“General Meeting” means any duly convened meeting of the shareholders of the Company and any adjournments thereof.

“Governmental Authority” means (i) any international, supra-national, national, state, city or local governmental, regulatory or statutory authority; (ii) any commission, organisation, agency, department, ministry, board, bureau or instrumentality of any of the foregoing (and “instrumentality of any of the foregoing” includes any entity owned or controlled by any of such foregoing authorities); (iii) any stock exchange or similar self-regulatory or quasi-governmental agency or private body exercising any regulatory or administrative functions of or relating to the government; (iv) any arbitrator, arbitral body, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over the Company and (v) any state or other subdivision thereof or any municipality, district or other subdivision thereof.

“Independent Director” shall have the meaning assigned to such term in Article 68 (b).

“Initial Term” shall have the meaning assigned to such term in Article 70.

“INR” or **“Rupees”** or **“Rs.”** means Indian rupees, the lawful currency of India for the time being.

“Law” means, to the extent applicable, all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or Person acting under the authority of any Governmental Authority.

“Listing Regulations” means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended, modified, replaced or supplemented from time to time and to the extent in force.

“Managing Director” shall have the meaning assigned to such term in Article 68 (c).

“Member” means the duly registered holder from time to time, of the shares of the Company and in case of shares held by a Depository, the beneficial owners whose names are recorded as such with the Depository.

“Memorandum” or **“Memorandum of Association”** means the memorandum of association of the Company, as may be altered from time to time.

“Observer” shall have the meaning assigned to such term in Article 72 (a).

“Office” means the registered office, for the time being, of the Company.



“*Officer*” shall have the meaning assigned thereto by the Act.

“*Ordinary Resolution*” shall have the meaning assigned thereto by the Act.

“*Original Director*” shall have the meaning assigned to such term in Article 76.

“*Person*” means any natural Person, limited or unlimited liability Company, corporation, partnership firm (whether limited or unlimited), proprietorship firm, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as an entity under Law.

“*Register of Members*” means the register of members to be maintained pursuant to the provisions of the Act and the register of beneficial owners pursuant to Section 11 of the Depositories Act, 1996, in case of shares held in a Depository.

“*Related Party*” has the meaning ascribed to it in the Act.

“*Relative*” has the meaning ascribed to it in the Act.

“*Restricted Percentage of Shares*” shall have the meaning assigned to such term in Article 117 (a).

“*Restricted Percentage of Voting Rights*” shall have the meaning assigned to such term in Article 117 (a).

“*Scheme of Arrangement*” means the scheme of arrangement under Sections 230 to 232 and other applicable sections of the Act amongst the Company, Zee Entertainment Enterprises Limited, Bangla Entertainment Private Limited and their respective shareholders and creditors.

“*Seal*” means the common seal of the Company for the time being.

“*Share Capital*” means the issued and paid up equity share capital of the Company.

“*Sony Director*” shall have the meaning assigned to such term in Article 68 (a).

“*Special Resolution*” shall have the meaning assigned thereto by the Act.

“*SPNI Parties*” shall have the meaning assigned to such term in Article 110 (a).

“*SPNI Shareholder*” means SPE Mauritius Holdings Limited;

“*Trust*” shall have the meaning assigned to such term in the definition of “Affiliate”.

“*ZEEL Director*” means **Mr. Punit Goenka, a Person resident in India, currently residing at 7th Floor, Vasant Sagar Properties Pvt. Ltd, A Road, Opp Jai Hind College, Churchgate, Mumbai and having permanent account number AAEPG2529E.**

“*ZEEL Director Employment Agreement*” means the employment agreement to be entered into by the ZEEL Director and the Company.

4. Except where the context requires otherwise, these Articles will be interpreted as follows:



- (a) headings are for convenience only and shall not affect the construction or interpretation of any provision of these Articles;
- (b) where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
- (c) words importing the singular shall include the plural and vice versa;
- (d) all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
- (e) the expressions “hereof”, “herein” and similar expressions shall be construed as references to these Articles as a whole and not limited to the particular Article in which the relevant expression appears;
- (f) the *ejusdem generis* (of the same kind) rule will not apply to the interpretation of these Articles. Accordingly, **include** and **including** will be read without limitation;
- (g) a reference to any document (including these Articles) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (h) a reference to a statute or statutory provision includes, to the extent applicable at any relevant time:
 - (i) that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision; and
 - (ii) any subordinate legislation or regulation made under the relevant statute or statutory provision.

SHARE CAPITAL AND VARIATION OF RIGHTS

5. AUTHORISED SHARE CAPITAL

The authorised share capital of the Company shall be such amount, divided into such class(es), denomination(s) and number of shares in the Company as stated in Clause V of the Memorandum of Association, with power to increase or reduce such capital from time to time and power to divide the shares in the capital for the time being into other classes, to attach thereto respectively such preferential, convertible, deferred, qualified, or other special rights, privileges, conditions or restrictions and to vary, modify or abrogate the same in such manner as may be determined by or in accordance with the Articles of the Company, subject to the provisions of Law for the time being in force.

6. KINDS OF SHARE CAPITAL

The Company may issue the following kinds of shares in accordance with these Articles, the Act and other Laws:

- (a) Equity Share capital:
 - (i) with voting rights; and/or



- (ii) with differential rights as to dividend, voting or otherwise in accordance with the Act; and
- (b) Preference share capital.

7. SHARES AT THE DISPOSAL OF THE DIRECTORS

Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board of Directors who may issue, allot or otherwise dispose of all or any of such shares to such Persons, in such proportion and on such terms and conditions and either at a premium or at par or at a discount and at such time as they may from time to time think fit, and with the sanction of the Company in a General Meeting, give to any Person the option or right to call for any shares either at par or at a premium during such time and for such consideration as the Board thinks fit. Provided that an option or a right to call for any shares shall not be given to any Person or Persons without the sanction of the Company in the General Meeting.

8. FURTHER ISSUE OF SHARES

- (a) Where at the time in terms of Section 62 of the Act, the Company proposes to increase the subscribed capital by the issue of further shares, either out of the unissued capital or out of the increased share capital then:
 - (i) such further shares shall be offered to the Persons who, at the date of the offer, are holders of the Equity Shares of the Company, in proportion, as near as circumstances admit, to the capital paid-up on those shares at the date;
 - (ii) such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than 30 (thirty) days from the date of the offer and the offer, if not accepted within such time period, will be deemed to have been declined;
 - (iii) the offer aforesaid shall be deemed to include a right exercisable by the Person concerned to renounce the shares offered to him or any of them in favour of any other Person and the notice referred to in sub-clause (ii) of Article 8(a) shall contain a statement of this right. Provided that, subject to the Act, the Directors may decline to allot any shares to any Person in whose favour any Member may renounce the shares offered to him without assigning any reason; and
 - (iv) after expiry of the time specified in the aforesaid notice, or on receipt of an earlier intimation from the Person to whom such notice is given stating that he declines to accept the shares offered, the Board may, at its sole discretion, dispose them off in such manner and to such Person(s) for the benefit of the Company.
- (b) Notwithstanding anything contained in sub-clause (a), the aforesaid further shares may be offered to any Persons (whether or not those Persons include the Persons referred to in clause (i) of Article 8(a)) in any manner whatsoever, if a Special Resolution to that effect is passed by the Company in a General Meeting.
- (c) Nothing in Article 8(a)(iii) shall be deemed:



- (i) to extend the time within which the offer should be accepted; or
 - (ii) to authorize any other Person to exercise the right of renunciation, on the ground that the Person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- (d) Nothing in this Article 8 shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to debentures issued or loans raised by the Company:
- (i) to convert such debentures or loans into shares in the Company; or
 - (ii) to subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise),

provided that the terms of issue of such debentures or the terms of such loans provide for such option to convert and such option has been approved by a special resolution at a General Meeting of the Company.

9. POWER TO ALTER SHARE CAPITAL

Subject to the provisions of the Act, the Company in its General Meetings may, by an Ordinary Resolution, from time to time:

- (a) increase the authorized share capital by such sum, to be divided into shares of such amount as it thinks expedient;
- (b) sub-divide its shares, or any of them, into shares of smaller amount that is fixed by the Memorandum of Association, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
- (c) cancel shares which at the date of such General Meeting have not been taken or agreed to be taken by any Person and diminish the amount of its share capital by the amount of the shares so cancelled;
- (d) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares, provided that no consolidation and division which results in changes in the voting percentage of shareholders shall take effect unless it is approved by the tribunal on an application made in accordance with the Act; and
- (e) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination.

10. VARIATION OF SHAREHOLDERS' RIGHTS

- (a) If at any time the share capital of the Company is divided into different classes of shares, the rights attached to the shares of any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to provisions of Section 48 of the Act and whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three-fourth of the issued shares of that class



or with the sanction of a Special Resolution passed at a separate meeting of the holders of the issued shares of that class, as prescribed by the Act.

- (b) To every such separate meeting, the provisions of these Articles relating to General Meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least 2 (two) persons holding at least one-third of the issued shares of the class in question.
- (c) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

11. PREFERENCE SHARES

Subject to the provisions of Section 55 of the Act, any preference shares may be issued on the terms that they are to be redeemed and/ or converted on such terms and in such manner as the Company before the issue of the shares may, by Special Resolution, determine.

12. REDUCTION OF SHARE CAPITAL

The Company may, by a Special Resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act:

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

13. DEMATERIALISATION OF SECURITIES

Subject to the provisions of applicable Laws, the Company shall recognise interest in dematerialised securities under the Depositories Act, 1996.

14. BUY BACK OF SHARES

- (a) Notwithstanding anything contained in these Articles, but subject to all applicable provisions of the Act or any other Law for the time being in force, the Company may purchase its own shares or other specified securities.
- (b) Except as required by Law, no Person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by Law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

15. COMMISSION FOR PLACING SHARES, DEBENTURES, ETC.

The Company may exercise the powers of paying commissions conferred by Section 40(6) of the Act, provided that the rate per cent. or the amount of the commission paid or agreed to be



paid shall be disclosed in the manner required by Section 40(6) of the Act and rules made thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under Section 40(6) of the Act. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

LIEN

16. COMPANY'S LIEN ON SHARES / DEBENTURES/ OTHER SECURITIES

- (a) The Company shall, subject to Law, have a first and paramount lien on: (a) every share (not being a fully paid share) and on the proceeds of sale thereof for all moneys (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (b) all shares (not being fully paid shares) standing registered in the name of any Person, for all monies payable by such Person or his estate to the Company. Such lien shall extend to all dividends or interests as the case may be and bonuses from time to time declared in respect of such shares/ debentures. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

- (b) The fully paid-up shares shall be free from all lien of the Company and in the case of partly paid-up shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

17. LIEN TO EXTEND TO DIVIDENDS, ETC.

The Company's lien, if any, on a share shall extend to all dividends and bonuses declared from time to time in respect of such shares.

18. ENFORCING LIEN BY SALE

The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made—

- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of 14 (fourteen) days' after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the Person entitled thereto by reason of its death or insolvency or otherwise.

19. VALIDITY OF SALE

The Board may authorise any Person to transfer the shares to be sold pursuant to Article 18 and upon such sale, the purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money, nor shall its title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.

20. APPLICATION OF SALE PROCEEDS

The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the Person entitled to the shares at the date of the sale.

21. PROVISIONS AS TO LIEN TO APPLY MUTATIS MUTANDIS TO DEBENTURES, ETC.

The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities, including debentures, of the Company.

CALLS ON SHARES, DEBENTURES AND OTHER SECURITIES

22. The Board may, from time to time, make calls upon the Members of the Company in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.

23. Each Member of the Company shall, subject to receiving at least 14 (fourteen) days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on its shares.

24. A call may be revoked or postponed at the discretion of the Board.

25. A call on shares shall be deemed to have been made at the time when the resolution of the Board authorizing the call on shares was passed and may be required to be paid by instalments.

26. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

27. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the Person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.

28. The Board shall be at liberty to waive payment of any such interest wholly or in part.

29. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

30. In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

31. The Board—

- (a) may, if it thinks fit, receive from any Member of the Company willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and



(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in General Meeting shall otherwise direct, 12% (twelve per cent.) per annum, as may be agreed upon between the Board and the relevant Member of the Company paying the sum in advance.

32. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities, including debentures, of the Company.

FORFEITURE OF SHARES

33. If a Member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

34. The notice aforesaid shall—

(a) name a further day (not being earlier than the expiry of 14 (fourteen) days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

35. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

36. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

37. At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

38. A Person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

39. The liability of such Person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

40. A duly verified declaration in writing that the declarant is a Director, the manager or the Company Secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all Persons claiming to be entitled to the share.

41. The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the Person to whom the share is sold or disposed of.

42. The transferee shall thereupon be registered as the holder of the share.

43. The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
44. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
45. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities, including debentures, of the Company.

TRANSFER AND TRANSMISSION OF SHARES

46. INSTRUMENT OF TRANSFER

- (a) The instrument of transfer of any share shall be in writing and all the provisions of the Act, and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.
- (b) The Board may decline to recognize any transfer unless-
- (i) the instrument of transfer is in the form prescribed under the Act or other provisions of Law;
 - (ii) the instrument of transfer is accompanied by the certificate of shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - (iii) the instrument of transfer is in respect of only one class of shares.
- (c) No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.
- (d) The Company shall use a common form of transfer in accordance with the Act and rules notified thereunder.
- (e) Notwithstanding the foregoing, in case of transfer of shares which are held in dematerialized form the aforementioned provisions shall not apply, and the provisions of the Depositories Act, 1996 shall apply.

47. CLOSING REGISTER OF TRANSFERS AND OF MEMBERS

Subject to compliance with the Act and other Laws, the Board shall be empowered, on giving not less than 7 (seven) days' notice or such period as may be prescribed, to close the transfer books, Register of Members, the register of debenture holders or other similar registers at such time or times, and for such period or periods, not exceeding 30 (thirty) days at a time and not exceeding in aggregate 45 (forty five) days in each year as it may deem expedient.

48. DIRECTORS MAY REFUSE TO REGISTER TRANSFER

Subject to the provisions of these Articles and applicable Laws, the Company may with sufficient cause refuse to register the transfer of any securities of the Company, but in such



cases, the Directors shall within 1 (one) month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer. Provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other Person or Persons indebted to the Company on any account whatsoever, except where the Company has a lien on the shares or other Securities.

49. TRANSMISSION OF SHARES

- (a) On the death of a Member of the Company, the survivor or survivors where the Member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only Persons recognized by the Company as having any title to his interest in the shares held by such Member.
- (b) Nothing in Article 49(a) above shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other Persons.
- (c) Any Person becoming entitled to a share in consequence of the death or insolvency of a Member of the Company may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—
 - (i) to be registered himself as holder of the share; or
 - (ii) to make such transfer of the share as the deceased or insolvent Member could have made.
- (d) The Board shall, in either case, have the same right to decline or suspend registration of the relevant share as it would have had, if the deceased or insolvent Member had transferred the share before his death or insolvency.
- (e) If the Person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If the Person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (f) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the Member of the Company had not occurred and the notice or transfer were a transfer signed by that Member.
- (g) A Person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such Person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within 90 (ninety) days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

50. TRANSFER AND TRANSMISSION OF DEBENTURES

The provisions of these Articles 46 to 49, shall, *mutatis mutandis*, apply to the transfer of or the transmission by Law of the right to any securities including, debentures of the Company.

GENERAL MEETINGS**51. ANNUAL GENERAL MEETINGS**

- (a) The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year.
- (b) An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act.

52. EXTRAORDINARY GENERAL MEETINGS

All General Meetings other than the Annual General Meeting shall be called “Extraordinary General Meeting”. The Board may, whenever it thinks fit, call an Extraordinary General Meeting.

53. EXTRAORDINARY MEETINGS ON REQUISITION

The Board shall, on the requisition of Members, convene an Extraordinary General Meeting of the Company in the circumstances and in the manner provided under the Act.

54. NOTICE FOR GENERAL MEETINGS

All General Meetings shall be convened by giving not less than clear 21 (twenty one) days’ notice, in such manner as is prescribed under the Act, specifying the place, date and hour of the meeting and a statement of the business proposed to be transacted at such a meeting, in the manner mentioned in the Act. Notice shall be given to all the Members and to such persons as are under the Act and/or these Articles entitled to receive such notice from the Company but any accidental omission to give notice to or non-receipt of the notice by any Member or other person to whom it should be given shall not invalidate the proceedings of any General Meetings. The Members may participate in General Meetings through such modes as permitted by Laws.

55. QUORUM FOR GENERAL MEETING

No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as otherwise provided herein, the quorum for the General Meetings shall be as provided in Section 103 of the Act.

56. TIME FOR QUORUM AND ADJOURNMENT

Subject to the provisions of the Act, if within half an hour from the time appointed for a meeting, a quorum is not present, the meeting, if called upon the requisition of Members, shall be cancelled and in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine. If at the adjourned meeting also a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be quorum and may transact the business for which the meeting was called.

CHAIRMAN OF GENERAL MEETING

The chairman, if any, of the Board of Directors shall preside as chairman at every General Meeting of the Company.

58. ELECTION OF CHAIRMAN

Subject to the provisions of the Act, if there is no such chairman or if at any meeting he is not present within 15 (fifteen) minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the Directors present shall elect another Director as chairman and if no Director be present or if all the Directors decline to take the chair, then the Members present shall choose a Member to be the chairman.

59. ADJOURNMENT OF MEETING

Subject to the provisions of the Act, the chairman of a General Meeting may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn that meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When the meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of adjournment or of the business to be transacted at an adjourned meeting.

60. PASSING RESOLUTIONS BY POSTAL BALLOT

- (a) Notwithstanding any of the provisions of these Articles, the Members of the Company may, in case of resolutions relating to such business as notified under the Act, pass any resolution by means of a postal ballot instead of transacting the business in the General Meeting of the Company.
- (b) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under the Act.

VOTE OF MEMBERS**61. VOTING RIGHTS OF MEMBERS**

- (a) Subject to any rights or restrictions for the time being attached to any class or classes of shares:
 - (i) on a show of hands, every Member present in person shall have one vote; and
 - (ii) on a poll, the voting rights of the Members shall be in proportion to his share in the paid up Equity Share capital of the Company.
- (b) A Member may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and shall vote only once.
- (c) A Member shall have the right to demand a poll in accordance with the Act, in which case the business on which a poll has been demanded shall be voted on only by a poll. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.



- (d) No objection shall be raised to the qualification of any voter except at the meeting or the adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

62. VOTING BY JOINT-HOLDERS

In case of joint-holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.

63. VOTING BY MEMBER OF UNSOUND MIND

A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or legal guardian may, on a poll, vote by proxy.

64. NO RIGHT TO VOTE UNLESS CALLS ARE PAID

No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him have been paid.

65. PROXY

Any Member entitled to attend and vote at a General Meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

66. INSTRUMENT OF PROXY

- (a) The instrument appointing a proxy and power of attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority must be deposited at the Office of the Company not less than 48 (forty eight) hours prior to the time fixed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in case of a poll, not less than 24 (twenty four) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- (b) An instrument appointing a proxy shall be in the form as prescribed under Section 105 of the Act.

67. VALIDITY OF PROXY

A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of shares in respect of which the proxy is given. Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its Office before the commencement of the meeting or adjourned meeting at which the proxy is used.



DIRECTOR

68. NUMBER OF DIRECTORS

The Board shall comprise of not more than 9 (nine) Directors as follows:

- (a) 5 (five) Directors who have been nominated by the SPNI Shareholder as the nominee directors of the SPNI Shareholder on the Board of the Company (“**Sony Director**”);
- (b) 3 (three) independent Directors (“**Independent Directors**”); and
- (c) the managing director of the Company (“**Managing Director**”).

The SPNI Shareholder shall identify and recommend candidates for appointment as Independent Directors, based on the criteria for appointment of independent directors, as set out by the nomination and remuneration committee of the Board, for consideration by the nomination and remuneration committee, the Board and Members. Each Director shall be appointed in accordance with the procedure set out in the Act and Listing Regulations.

69. Notwithstanding anything to the contrary, unless otherwise agreed to in writing by the SPNI Shareholder, the Board shall at all times comprise of a majority of directors nominated by the SPNI Shareholder.

70. The ZEEL Director will act as the Managing Director and chief executive officer of the Company for a period of 5 (five) years on and from the effectiveness of the Scheme of Arrangement (“**Initial Term**”), subject to and in accordance with the terms and conditions of the ZEEL Director Employment Agreement. The re-appointment of the ZEEL Director after the Initial Term shall be reviewed and decided by the nomination and remuneration committee of the Board, the Board and Members of the Company in accordance with applicable Laws. All the key managerial personnel of the Company shall directly report to the ZEEL Director.

71. Notwithstanding anything contained in these Articles, in the event that the ZEEL Director ceases to be chief executive officer or Managing Director of the Company, then the Managing Director and chief executive officer shall be a person who is nominated by the SPNI Shareholder, and whose appointment as Managing Director is approved by the Board and the Members. The ZEEL Director shall be a Member of the Board so long as the ZEEL Director is the chief executive officer and Managing Director of the Company, and in the event the ZEEL Director ceases to be the chief executive officer or Managing Director of the Company for any reason whatsoever, then the ZEEL Director shall cease to be a Member of the Board.

72. OBSERVER OF THE BOARD

- (a) Subject to the Essel Group Participants and/or its Affiliates holding at least 1% (one per cent.) of the Share Capital of the Company, the Essel Group Participants shall collectively be entitled to nominate 1 (one) non-voting observer to the Board (“**Observer**”) who shall be entitled to attend meetings of the Board, and shall be entitled to put forth his or her views on any matter that is deliberated by the Board. For the avoidance of doubt, the Observer shall not be entitled to vote on any matter deliberated or considered or voted on by the Board.
- (b) The presence of the Observer shall not be mandatory to conduct any meeting of the Board, and any of the Sony Directors shall have the right, to require the Observer to not participate in and excuse himself/ herself from a meeting of the Board in respect of



matters or proceedings (i) involving the Observer, the ZEEL Director, the Essel Group Participants and/ or any of their respective Affiliates or (ii) which ordinarily a Director would be required to recuse himself/herself from, in accordance with the provisions of the Listing Regulations and the Act.

- (c) The Essel Group Participants shall, at any time, be entitled to require the Company to remove the Observer and to require the Company to appoint another Observer instead.

73. CHAIRMAN OF THE BOARD

The chairman of the Board shall be one of the Independent Directors, who has been recommended by the SPNI Shareholder as the chairman of the Board and who is mutually acceptable to the SPNI Shareholder and the ZEEL Director (if and for so long as the ZEEL Director is the managing director and chief executive officer of the Company). The Board shall determine the period for which the chairman is to hold office. If no such chairman is mutually acceptable or if at any meeting the chairman is not present within 15 (fifteen) minutes after the time appointed for holding the meeting the Directors present may choose any one of the Independent Directors to be the chairman of the meeting.

74. SHARE QUALIFICATION NOT NECESSARY

Any person whether a Member of the Company or not may be appointed as Director and no qualification by way of holding shares shall be required of any Director.

75. ADDITIONAL DIRECTORS

Subject to the provisions of the Act and the Articles, the Board shall have the power at any time, and from time to time, to appoint one or more Persons as additional Directors. An additional Director so appointed shall hold office up to the date of the next Annual General Meeting of the Company and shall be eligible for appointment by the Company at the meeting pursuant to Section 161(1) of the Act.

76. ALTERNATE DIRECTORS

The Board may, upon receiving a request from a Director, appoint an alternate Director to act for such Director (“**Original Director**”) during his absence from India for a period of not less than 3 (three) months. An alternate Director appointed under this Article shall not hold office for a period longer than permissible to the Original Director in whose place he has been appointed, and shall vacate office if and when the Original Director returns to India. Any provisions in the Act or in these Articles for automatic re-appointment of retiring Director in default of another appointment, shall apply to the Original Director and not to any alternate Director.

77. REMUNERATION OF DIRECTORS

- (a) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day to day.
- (b) In addition to the remuneration payable to them in pursuance of the Act, the Directors may be reimbursed in respect of all reasonable business expenses properly incurred by them (a) in connection with attending and returning from meetings of the Board of the Company or any committees thereof or General Meetings of the Company, or (b) in



connection with the business of the Company, subject to evidence of the expenditure and the terms of any relevant policy of the Company, from time to time in force.

78. CONTINUING DIRECTOR MAY ACT

The continuing Directors may act notwithstanding any vacancy in the Board, but if and so long as the number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum or of summoning a General Meeting of the Company, but for no other purpose.

79. VACATION OF OFFICE OF DIRECTOR

- (a) The office of a Director shall be deemed to have been vacated under the circumstances enumerated under the Act. In the event of any vacancy being caused in the office of a Director, such vacancy shall be filled by appointment thereto by the Board of the Company of another Director in accordance with Article 68.
- (b) The SPNI Shareholder shall, at any time, be entitled to require the Company to remove any or all of its Sony Director(s) and to require the Company to appoint another Sony Director(s) instead.

ROTATION AND RETIREMENT OF DIRECTOR

- 80.** At the Annual General Meeting of the Company to be held in every year, one third of such of the Directors as are liable to retire by rotation under the Act, or, if their number is not 3 (three) or a multiple of 3 (three) then the number nearest to one third shall retire from office, and all such Directors will be eligible for re-election. The Directors liable to retire under the Act in every year shall be those who have been longest in office since their last election, but as between Persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lots.

PROCEEDINGS OF BOARD OF DIRECTORS

81. MEETINGS OF THE BOARD

- (a) The Board of Directors shall meet at least once in every 3 (three) months with a maximum gap of 4 (four) months between 2 (two) meetings of the Board for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit in accordance with the Act, provided that at least 4 (four) such meetings shall be held in every year. Place of meetings of the Board shall be at a location determined by the Board.
- (b) Any Director may, or the Chairman may with the consent of any one Director, or the secretary or such other Officer of the Company as may be authorised in this behalf on the requisition of a Director shall, at any time summon a meeting of the Board. Notice of at least 7 (seven) days in writing of every meeting of the Board shall be given to every Director and Observer and every alternate Director at his usual address whether in India or abroad, provided always that a meeting may be convened by a shorter notice in accordance with applicable Laws to transact urgent business subject to quorum as required under Law being present at such meeting. Notice of every meeting of the Board may also be given by way of electronic mail or any other electronic medium as may be allowed under the Act.



- (c) The notice of each meeting of the Board shall include (i) the time for the proposed meeting; (ii) the venue for the proposed meeting; and (iii) an agenda setting out the business proposed to be transacted at the meeting.

No item that is not on the original agenda of a meeting shall be taken up for discussions at the meeting without the consent of the majority of Directors present at such meeting, including at least 1 (one) Sony Director and 1 (one) Independent Director.

- (d) The Company Secretary shall maintain an attendance register of Directors participating in any meeting of the Board, and in the absence of the Company Secretary, the attendance register of Directors shall be maintained by any 1 (one) Sony Director authorised by the Chairman.
- (e) To the extent permissible by Law, (a) the Directors may participate in a meeting of the Board or any committee thereof of which such Director is a member, by way of video conferencing or other audio visual means, and (b) the Observer may participate in a meeting of the Board by way of video conferencing or other audio visual means. The notice of (a) a meeting of the Board must inform the Directors and the Observer regarding the availability of participation through video conferencing or other audio visual means, and (b) a meeting of the committee of the Board must inform the Directors, who are a member of such committee of the Board, regarding the availability of participation through video conferencing or other audio visual means. Any Director participating in a meeting through the use of video conferencing or other audio visual means shall be counted for the purpose of quorum.

82. QUESTIONS AT BOARD MEETING HOW DECIDED

Questions arising at any time at a meeting of the Board shall be decided by majority of votes and in case of equality of votes, the Chairman shall not have a second or casting vote.

83. QUORUM

The quorum for every meeting of the Board shall be as prescribed under the Act and the Listing Regulations; provided, however, that the quorum for all meetings of the Board shall require the presence of at least 2 (two) Sony Directors.

84. ADJOURNED MEETING

Subject to the provisions of the Act, if within half an hour from the time appointed for a meeting of the Board, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine.

85. POWERS OF DIRECTORS

- (a) The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act or any other Law, or by the Memorandum or by these Articles required to be exercised by the Company in a General Meeting, subject nevertheless to these Articles, the provisions of the Act or any other Law and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in a General Meeting; but no regulation made by the Company in a



General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

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

86. DELEGATION OF POWERS

- (a) The Board may, subject to the provisions of the Act, delegate any of its powers to (a) directors, officers or employees of the Company; or (b) committees consisting of such members of its body as it thinks fit. The Board shall constitute committees of the Board as required under Law.
- (b) The ZEEL Director shall have the right to become a member of all committees constituted by the Board, other than the audit committee, nomination and remuneration committee and any other committee of the Board where the participation of the ZEEL Director is prohibited by Law.
- (c) Any committee so formed by the Board shall, in the exercise of the power so delegated conform to any regulations that may be imposed on it by the Board and Law.

87. ELECTION OF CHAIRMAN OF COMMITTEE

- (a) A committee may elect a chairman of its meeting. If no such chairman is elected or if at any meeting the chairman is not present within 5 (five) minutes after the time appointed for holding the meeting, the members present may choose one of their members to be the chairman of the committee meeting.
- (b) The quorum of a committee may be fixed by the Board and shall be as per Law.

88. QUESTIONS HOW DETERMINED

- (a) A committee may meet and adjourn as it thinks proper.
- (b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present as the case may be and in case of equality of vote, the chairman shall have a second or casting vote.

89. VALIDITY OF ACTS DONE BY BOARD OR A COMMITTEE

All acts done by any meeting of the Board, or a committee thereof, or by any person acting as a Director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid or that they or any of them were disqualified, be as valid as if such Director or such person has been duly appointed and was qualified to be a Director.

90. RESOLUTION BY CIRCULATION

Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with the necessary papers, if any, to all the Directors and the Observer or to all the members of the committee, at their usual address in India and approved by such of the Directors



or by a majority of such of them as are entitled to vote at the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board or committee duly convened and held.

91. BORROWING POWERS

- (a) Subject to the provisions of the Act and these Articles, the Board may from time to time at their discretion raise or borrow or secure the payment of any such sum of money for the purpose of the Company, in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by promissory notes or by receiving deposits and advances with or without security or by the issue of bonds, debentures, perpetual or otherwise, including debentures convertible into shares of this Company or any other company or perpetual annuities and to secure any such money so borrowed, raised or received, mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may be expedient and to purchase, redeem or pay off any such securities.
- (b) The Directors may by resolution at a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a committee of Directors or managing Director or to any other person permitted by Law, if any, within the limits prescribed. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise, if permissible under the Act, and may be issued on the condition that they shall be convertible into Equity Shares of any denomination and with any privileges and conditions as to redemption, surrender, drawings, allotment of Equity Shares, attending (but not voting) at General Meetings, appointment of Directors and otherwise. Debentures with the rights to conversion into or allotment of shares shall not be issued except with the sanction of the Company in General Meeting by a Special Resolution and subject to the provisions of the Act.

92. CHIEF EXECUTIVE OFFICER, GENERAL COUNSEL, COMPANY SECRETARY AND CHIEF FINANCIAL OFFICER

Subject to the provisions of the Act and Article 70, a chief executive officer, general counsel, chief compliance officer, Company Secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, general counsel, chief compliance officer, Company Secretary and chief financial officer so appointed may be removed by means of a resolution of the Board. The ZEE Director may recommend for consideration by the Board, the appointment or removal of any key managerial personnel, other than the chief executive officer, general counsel, chief compliance officer, Company Secretary and chief financial officer.

SEAL

93. CUSTODY OF SEAL

The Board shall provide for the safe custody of the Seal for the Company and they shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof.

94. SEAL HOW AFFIXED

The Directors shall provide a Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Directors



shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by or under the authority of the Directors or a committee of the Directors previously given, and in the presence of at least 2 (two) Directors and the Company Secretary or such other person duly authorised by the Directors or a committee of the Directors, who shall sign every instrument to which the Seal is so affixed in its presence.

The Company may exercise the powers conferred by the Act with regard to having an official Seal for use abroad and such powers shall accordingly be vested in the Directors or any other person duly authorized for the purpose.

DIVIDEND

95. COMPANY IN GENERAL MEETING MAY DECLARE DIVIDENDS

The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

96. INTERIM DIVIDENDS

Subject to the provisions of the Act, the Board may from time to time pay to the Members such interim dividends of such amount on such class of shares and at such times as it may think fit and as appear to it to be justified by the profits of the company.

97. DIVIDENDS TO BE APPORTIONED

All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

98. RIGHT TO DIVIDEND AND UNPAID OR UNCLAIMED DIVIDEND

- (a) Where the Company has declared a dividend which has not been paid or claimed within a period of 30 (thirty) days from the date of declaration, the Company shall, within 7 (seven) days from the date of expiry of the 30 (thirty) day period, transfer the total amount of dividend which remains unpaid or unclaimed, to a special account to be opened by the Company in that behalf in any scheduled bank.
- (b) Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund established under section 125 of the Act. Any person claiming to be entitled to an amount may apply to the authority constituted the relevant Governmental Authority for payment of the money claimed.
- (c) There shall be no forfeiture of unclaimed dividends before the claim becomes barred by Law.
- (d) Any amount paid-up in advance of calls on any shares of the Company may carry interest but shall not entitle the holder of the share to participate in respect thereof, in a dividends or profits subsequently declared.

99. RESERVE FUNDS



99. RESERVE FUNDS

- (a) The Board may, before recommending any dividends, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends and pending such application, may, at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time think fit.
- (b) The Board may also carry forward any profits when it may consider necessary not to divide, without setting them aside as a reserve.

100. DEDUCTION OF ARREARS

Subject to the Act, no Member shall be entitled to receive payment of any interest or dividend in respect of its share or shares whilst any money may be due or owing from him to the Company in respect of such share or shares of or otherwise howsoever whether alone or jointly with any other Person or Persons and the Board may deduct from any dividend payable to any Members all sums of money, if any, presently payable by him to the Company on account of the calls or otherwise in relation to the shares of the Company.

101. RETENTION OF DIVIDENDS

The Board may retain dividends payable upon shares in respect of which any Person is, under Articles 46 to 50 hereinbefore contained, entitled to become a Member, until such Person shall become a Member in respect of such shares.

102. RECEIPT OF JOINT HOLDER

Any one of two or more joint holders of a share may give effective receipt for any dividends, bonuses or other moneys payable in respect of such shares.

103. DIVIDEND HOW REMITTED

Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of Members, or to such Person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the Person to whom it is sent.

104. DIVIDENDS NOT TO BEAR INTEREST

No dividends shall bear interest against the Company.

105. TRANSFER OF SHARES AND DIVIDENDS

Subject to the provisions of the Act, any transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.



CAPITALISATION OF PROFITS

106. CAPITALISATION OF PROFITS

- (a) The Company in General Meeting, may, on recommendation of the Board resolve:
 - (i) that it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution; and
 - (ii) that such sum be accordingly set free for distribution in the manner specified in the sub-clause (b) amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportion.
- (b) The sum aforesaid shall not be paid in cash but shall be applied either in or towards:
 - (i) paying up any amounts for the time being unpaid on shares held by such Members respectively;
 - (ii) paying up in full, unissued share of the Company to be allotted and distributed, credited as fully paid up, to and amongst such Members in the proportions aforesaid;
 - (iii) partly in the way specified in sub-clause (i) and partly that specified in sub-clause (ii).
- (c) A securities premium account and a capital redemption reserve account or any other permissible reserve account may be applied as permitted under the Act in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.
- (d) The Board shall give effect to the resolution passed by the Company in pursuance of these Articles.

107. POWER OF DIRECTORS FOR DECLARATION OF BONUS ISSUE

- (a) Whenever a resolution is passed in accordance with Article 106 above, the Board shall:
 - (i) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and
 - (ii) generally do all acts and things required to give effect thereto.
- (b) The Board shall have full power:
 - (i) to make such provisions, by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit, in the case of shares or debentures becoming distributable in fractions; and
 - (ii) to authorize any person to enter, on behalf of all the Members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or other securities to which they may be entitled upon such capitalization or as the case may require, for the payment by the Company on their behalf, by the application



thereto of their respective proportions of the profits resolved to be capitalized, of the amount or any parts of the amounts remaining unpaid on their existing shares.

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

ACCOUNTS AND INSPECTION

108. ACCOUNTS

The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of Members not being Directors.

109. INSPECTION BY MEMBERS

Save and except as provided in these Articles, no Member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by Law or authorised by the Board or by the Company in General Meeting.

110. INFORMATION RIGHTS

- (a) The Company acknowledges and accepts that the Company, its subsidiaries and other associate companies (collectively, “**SPNI Parties**”) benefit from the oversight and strategic advice provided by the SPNI Shareholder and/ or its Affiliates and that the SPNI Shareholder and/ or its Affiliates may also require certain information from the SPNI Parties to comply with their respective statutory obligations.
- (b) The Company shall furnish to the SPNI Shareholder and/ or its Affiliates the following information on a need to know basis from time to time, in accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the ‘Policy on Determination of Legitimate Purpose’ formulated by the Company:
- (i) information that may be necessary in connection with any financial or other support that may be required from the SPNI Shareholder and/or its Affiliates;
 - (ii) information that may be required for entering into any transaction with the SPNI Shareholder and/ or its Affiliates including for availing any goods or services from the SPNI Shareholder and/ or its Affiliates or providing any goods or services to the SPNI Shareholder and/ or its Affiliates;
 - (iii) information that may be required by the SPNI Shareholder and/ or its Affiliates (x) for preparation of their respective tax filings, consolidated accounts or financial statements; or (y) to comply with any other regulatory, legal or statutory requirements to which the SPNI Shareholder and/ or its Affiliates is subject;
 - (iv) information that may be required to be shared with the SPNI Shareholder and/ or its Affiliates in connection with any advice or consultation that may be required;



- (v) such other information as may be permitted to be shared by the Company in accordance with the 'Policy on Determination of Legitimate Purpose' formulated by the Company; and
 - (vi) such other information as may be reasonably requested by the SPNI Shareholder and/ or its Affiliates from the Company.
- (c) Subject to applicable Law, the Company agrees to undertake audits either by itself or through any advisor, consultant or other Person engaged by it, as and if required by the SPNI Shareholder and/ or its Affiliates in connection with any regulatory, legal or statutory requirements and provide copies of the report of such audits to the SPNI Shareholder and/ or its Affiliates.

WINDING UP

111. Subject to the applicable provisions of the Act and Law:

- (a) If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide amongst the Members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- (b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members.
- (c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

112. DIRECTOR'S AND OTHERS' RIGHT TO INDEMNITY

Subject to the provisions of the Act, every Director and Officer of the Company shall be indemnified by the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in its favour or in which he is acquitted or in which relief is granted to him by the court or the tribunal. Provided, however, that such indemnification shall not apply in respect of any cost or loss or expenses to the extent it is finally judicially determined to have resulted from the negligence, wilful misconduct or bad faith acts or omissions of such Director.

GENERAL POWER

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

114. At any point of time from the date of adoption of these Articles, if the Articles are or become contrary to the provisions of the Listing Regulations, the provisions of the Listing Regulations shall prevail over the Articles to such extent and the Company shall discharge all of its obligations as prescribed under the Listing Regulations, from time to time.



115. SCHEME OF ARRANGEMENT

- (a) Subject to provisions of these Articles, the Company may enter into any scheme of arrangement which is permitted under Law, including under Sections 230 to 232 of the Act.
- (b) The SPNI Shareholder (and its Affiliates) and the Essel Group Participants (and its Affiliates) shall be categorized as separate and independent 'promoters' of the Company, as per the Listing Regulations and other Laws. The SPNI Shareholder and its Affiliates, and the Essel Group Participants and its Affiliates, shall not be considered to be 'persons acting in concert', in terms of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

116. CONSULTATIVE RIGHTS

- (a) During the time the ZEEL Director is the Managing Director and chief executive officer of the Company and subject to the Essel Group Participants and/or its Affiliates holding at least 1% (one per cent.) of the Share Capital of the Company, the decisions regarding all Consultative Matters shall be taken after consultation with the ZEEL Director.
- (b) The ZEEL Director shall provide his views in respect of the Consultative Matters by way of video conference or electronic mail ("**Consultative Matter Discussion**") within 5 (five) days of receipt by the ZEEL Director of communication/electronic mail from the Company in connection with any Consultative Matters. The communication/email from the Company in connection with any Consultative Matters should explicitly state that such communication/email is in relation to obtaining ZEEL Director's views on the Consultative Matter(s).
- (c) The Consultative Matters Discussion shall take place prior to the first of any meeting of Board or the committees in which such Consultative Matter(s) would be taken up. For the avoidance of doubt, once a Consultative Matter Discussion has occurred with respect to any Consultative Matter, there shall be no requirement to undertake a Consultative Matter Discussion with respect to the same Consultative Matter in any subsequent meeting of the Board or any committee where such Consultative Matter would be taken up.

Provided that in case the Company is required to undertake any Consultative Matter as urgent business, then the Company shall make best efforts to ensure that, prior to such Consultative Matters Discussion being taken up as urgent business, the Consultative Matter Discussion shall take place at a shorter notice, prior to the relevant meeting of the Board or committee where such Consultative Matter would be taken up as urgent business.

- (d) The notice for Consultative Matters Discussion shall set out the agenda supported by a note setting out details of the Consultative Matter(s) along with the relevant documents and information (to the extent available) which would otherwise be provided to the relevant members of the Board and/ or any of committees, as applicable, in which the Consultative Matter(s) would be taken up.
- (e) Such consultative right(s) shall not, in any manner, be regarded as a requirement to obtain the affirmative vote or consent of the Essel Group Participants or the ZEEL Director on such matter(s).

- (f) The Consultative Matter Discussion shall be completed or deemed to be completed within 5 (five) days of receipt of an electronic mail by the ZEEL Director from the Company in connection with any Consultative Matters, irrespective of whether the ZEEL Director provides any views or fails to provide his views on such Consultative Matter, and the obligations of the Company under this Article 116 shall be deemed to have been completed in all respects with respect to such Consultative Matter and there shall not be any further action which the Company shall be required to undertake with respect to such consultation.
- (g) The decision with regard to such Consultative Matters shall ultimately be taken by the Board and/ or a committee of the Board or the Members of the Company and/or such other Person as has been duly authorised to take such decision (as the case may be) in accordance with the Law.
- (h) The outcome or decision on such Consultative Matters need not reflect the ZEEL Director's views on each such Consultative Matter.
- (i) The following matters shall constitute the “**Consultative Matters**”:
- (i) any merger, amalgamation, demerger, similar reorganization involving the Company, or divestment of any business unit of the Company;
 - (ii) liquidation or winding-up of the Company;
 - (iii) availing any Indebtedness by the Company in any transaction in excess of INR 2000,00,00,000 (Indian Rupees Two Thousand Crore). For the purposes of this article, “**Indebtedness**” means funds borrowed by the Company and includes bank loans, debentures, money market instruments, public deposits, bank guarantees and any money market instruments which is in the nature of borrowings;
 - (iv) incurring capital expenditure in any transaction in excess of INR 500,00,00,000 (Indian Rupees Five Hundred Crores);
 - (v) amendment of the dividend policy of the Company;
 - (vi) entering into any new transaction with any Related Party, or terminating or altering the terms of any existing transaction with any Related Party, which transaction is of a value which is in excess of INR 100,00,00,000 (Indian Rupees One Hundred Crores), other than entering into, terminating or altering any transactions with ZEEL Director, any of the Essel Group Participants and/ or any of their respective Affiliates;
 - (vii) nomination of any Person as an Independent Director;
 - (viii) material changes to the tax policies, procedures or practices of the Company, unless such changes are required by any applicable Law (including any requirement of any stock exchange) to which the SPNI Shareholder or any of its Affiliates are subject to or are required in accordance with any policies formulated by the SPNI Shareholder or any of its Affiliates; and
 - (ix) appointment of a chief compliance officer, Company Secretary, general counsel or chief financial officer.



ACQUISITION OF FURTHER EQUITY SECURITIES BY CERTAIN PERSONS

- 117.** Each Essel Group Participant shall not and shall procure that each of its respective Affiliate(s) shall not, directly or indirectly, through their respective Affiliate(s) or nominee(s), on their own account or as agent for or on behalf of any other Person (such Affiliate(s), nominee(s), agent(s) or other Person(s), collectively referred to as “**Essel Persons**”), acquire or attempt to acquire, directly or indirectly, any Equity Security(ies) or voting rights of the Company that would:
- (a) result in the Essel Group Participant(s), the Essel Person(s) and their respective Affiliate(s) individually or collectively: (a) legally or beneficially holding more than 20% (twenty per cent.) of the Share Capital, on a Fully-Diluted Basis (“**Restricted Percentage of Shares**”); or (b) having the entitlement to exercise or direct the exercise of more than 20% (twenty per cent.) of the voting rights in the Company (“**Restricted Percentage of Voting Rights**”). For the purposes of this Article 117 (a), any acquisition of shares or voting rights in any Person that would enable the Essel Group Participant and/ or Essel Person(s) to hold directly or indirectly the Restricted Percentage of Shares or exercise or direct the exercise of the Restricted Percentage of Voting Rights shall also be restricted;
 - (b) result in any one or more of the Essel Group Participant and/ or the Essel Person(s) triggering any obligation to make an open offer in terms of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.

For the avoidance of doubt, and notwithstanding anything contained in these Articles, any acquisition of shares or voting rights by any Essel Group Participant(s) and/ or Essel Person(s) may be undertaken by the relevant Essel Group Participant(s) and/ or Essel Person(s) in accordance with Applicable Law within the above mentioned limits at its sole discretion, and neither the SPNI Shareholder nor the Company nor any of their respective Affiliates shall be required to directly or indirectly co-operate in or facilitate any such acquisition of shares or voting rights by any Essel Group Participant and/ or Essel Person(s).

MODIFICATION OR ALTERATION TO CERTAIN ARTICLES

- 118.** During the time the ZEEL Director is the Managing Director and chief executive officer of the Company and subject to the Essel Group Participants and/or their respective Affiliates holding at least 1% (one per cent.) of the Share Capital of the Company, any modification of Article 72, 90, 116, 117 and/ or Article 81 (b), 81 (e) (to the extent that Article 81 (b), 81 (e) relates to an Observer) in a manner that adversely affects the Essel Group Participants shall not be permitted without the prior written approval of the ZEEL Director, provided however, till such time the ZEEL Director is the Managing Director and chief executive officer of the Company, any modification to Article 70, 73, 86(b), 92 and 118 in a manner that adversely affects the ZEEL Director, shall not be made without the prior written approval of the ZEEL Director.



SCHEDULE I
ESSEL GROUP PARTICIPANTS

S. No.	Name of the Essel Group Participant	Address
1.	Subhash Chandra	1 st floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
2.	Sushila Devi	1 st floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
3.	Punit Goenka	6 & 7 th floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
4.	Shreyasi Goenka	6 & 7 th floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
5.	Amit Goenka	4 & 5 th floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
6.	Navyata Goenka	4 & 5 th floor, Vasant Sagar Properties Pvt. Ltd. A Road, Opp. Jay Hind College, Churchgate, Mumbai 400020
7.	Cyquator Media Services Private Limited	18 th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai 400013
8.	Essel Corporate LLP	18 th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai 400013
9.	Sprit Infrapower & Multiventures Private Limited	18 th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai 400013
10.	Essel Infraprojects Limited	513/A, 5 th Floor, Kohinoor City, Kirol Road, Kurla (west), Mumbai 400070
11.	Essel Media Ventures Limited	Suite 308, St James Court, St Denis Street, Port Louis, Mauritius
12.	Sunbright International Holdings Limited (formerly known as Essel Holdings Limited)	Suite 308, St James Court, St Denis Street, Port Louis, Mauritius
13.	Essel International Limited	Suite 308, St James Court, St Denis Street, Port Louis, Mauritius



SCHEDULE C

KEY TERMS OF APPOINTMENT OF ZEEL DIRECTOR

S. No.	Term	Particulars
1.	Designation	Managing director and chief executive officer
2.	Tenure	5 years from the Effective Date
3.	Base Fixed compensation (Annual)	INR 19,45,40,000 (Indian Rupees Nineteen Crores Forty Five Lakhs and Forty Thousand) which represents annual base compensation of INR 12,01,03,884 (Indian Rupees Twelve Crore One Lakh Three Thousand and Eight Hundred Eighty Four) plus allowances for house rent, personal, and leave travel and PF contributions.
4.	Variable compensation	Performance linked compensation based on performance milestones as may be agreed between the Transferee Company and the ZEEL Director. Necessary approvals of the board of directors and shareholders to be taken, if required under applicable law, upon finalization of the variable compensation.
5.	Benefits, perquisites and other allowances	ZEEL Director shall be entitled to medical allowances and other benefits in accordance with the policies of the Transferee Company and as may be agreed between the Transferee Company and the ZEEL Director.
6.	Termination	<ul style="list-style-type: none">• Each of the Transferee Company and the ZEEL Director shall have the right to terminate the employment arrangement under certain circumstances.• The ZEEL Director shall be entitled to severance benefits for any 'termination without cause' in an amount as may be agreed. The ZEEL Director shall not be entitled to severance benefits for any 'termination with cause'.



SCHEDULE D

KEY TERMS OF NON-COMPETE ARRANGEMENT

S. No.	Term	Particulars
1.	Restricted Business	<p>The parties to the non-compete agreements have agreed not to undertake the Restricted Business with certain carve outs as agreed in terms of the non-compete agreements.</p> <p>“Restricted Business” means (1) the business of creating, owning, operating, programming, providing, transmitting, distributing and promoting (only in relation to content that is owned or licensed by the Person or any of its Affiliates), linear and non-linear program services, delivered by any means now known (including by way of cable, terrestrial broadcast, direct-to-home satellite, internet and satellite master antenna television) or hereafter devised and whether offered on a free, advertiser-supported, subscription, transactional or other basis (including over the top platforms) to viewers in India or the Indian diaspora globally, and (2) the business of production, exhibition, broadcast, re-broadcast, streaming, transmission or re-transmission or other exploitation of music, sports, gaming and/or non-news audio or visual or audio-visual content, that is in any format or in any language spoken in India (including English) for exploitation of such program services, in countries in which any of the ZEEL Restricted Entities (i.e. Transferor Company 1 and its respective subsidiaries) or SPNI Restricted Entities (i.e. Transferor Company 2, Transferee Company and their respective subsidiaries) conduct their respective businesses as of the Closing Date.</p>
2.	Term	5 years from the Effective Date
3.	Non Compete Fee	<p>USD equivalent of INR 1101,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety One Thousand and Eight Hundred) payable to Essel Mauritius, which amounts shall be used by Essel Mauritius to subscribe to its portion of the Essel Subscription Shares or paid to Essel Mauritius SPV for Essel Mauritius SPV to subscribe to its portion of the Essel Subscription Shares.</p> <p>The terms of the non-compete arrangements include a possible loan by SPE Mauritius, at its option, to Essel Mauritius and /or Essel SPV, to enable them to subscribe to the Essel Subscription Shares, in certain circumstances.</p>



SCHEDULE E

ESSEL SUBSCRIPTION SHARES

S.No.	Party	Essel Subscription Shares	Essel Subscription Amount (INR)
1.	Essel Mauritius	22,026,183 (Twenty Two Million And Twenty Six Thousand One Hundred And Eighty Three)	6,607,854,900 (Six Billion Six Hundred And Seven Million Eight Hundred And Fifty Four Thousand And Nine Hundred)
2.	Essel Mauritius SPV	14,684,123 (Fourteen Million Six Hundred And Eighty Four Thousand One Hundred And Twenty Three)	4,405,236,900 (Four Billion Four Hundred And Five Million Two Hundred And Thirty Six Thousand And Nine Hundred)
Total		36,710,306 (Thirty Six Million Seven Hundred And Ten Thousand Three Hundred And Six)	11,013,091,800 (eleven billion and thirteen million and ninety one thousand and eight hundred)

NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH
COURT III

2. C.A.(CAA)/204/MB/2022

CORAM: SHRI H. V. SUBBA RAO, MEMBER (J)
SMT ANURADHA SANJAY BHATIA, MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL
COMPANY LAW TRIBUNAL ON **24.08.2022**

NAME OF THE PARTIES: ZEE ENTERTAINMENT ENTERPRISES LIMITED.

SECTION 230 (I) OF COMPANIES ACT, 2013

ORDER

Counsel for the Applicant, Mr. Navroz. H. Seervai, Mr. Anuj Tiwari a/w Ms.
Ashwini Gawde i/b ASR & Associates are present through virtual hearing.

C.A. (CAA)/ 204/2022

Heard the counsel appearing for the petitioner and the above application is
allowed. Detailed order will follow.

Sd/-
ANURADHA SANJAY BHATIA
Member (Technical)
--Rajeev--

Sd/-
H. V. SUBBA RAO
Member (Judicial)

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

*In the matter of the Companies Acts,
2013 (18 of 2013)*

And

*In the matter of Sections 230 to 232
and other applicable provisions of
the Companies Act, 2013 read with
Rule 3 of the Companies
(Compromises, Arrangements,
Amalgamations) Rules, 2016, also
read with Rules 11, 23 and 34 of the
National Company Law Tribunal
Rules, 2016*

And

*In the matter of Composite Scheme
of Arrangement amongst Zee
Entertainment Enterprises Limited
(Applicant/ Transferor Company No.
1), Bangla Entertainment Private
Limited (Transferor Company No. 2)
and Culver Max Entertainment
Private Limited (formerly, Sony
Pictures Networks India Private
Limited) (Transferee Company), and
their respective shareholders and
creditors*

Zee Entertainment Enterprises)
Limited, a company incorporated)
under the Companies Act, 1956 having)

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

CIN L92132MH1982PLC028767 and)
having its registered address at 18th)
Floor, 'A' Wing, Marathon Futurex, NM)
Joshi Marg, Lower Parel, Mumbai) ... Applicant /Transferor
400013, India) Company No. 1

Order delivered on 24.08.2022

Coram:

Hon'ble Member (Judicial) : Sh. H.V. Subba Rao
Hon'ble Member (Technical) : Smt. Anuradha Sanjay Bhatia

Appearances (via videoconferencing):

For the Applicant/

Transferor Company No. 1: Mr. Navroz Seerval, Senior Advocate,
a/w Mr. Prateek Seksaria, Advocate,
and Mr. Nitesh Jain, Mr. Siddharth
Ranade, Ms. Vatsala Kumar, Ms.
Shreya Mundra, Advocates i/b
Trilegal, Ashwini Gawde, Anuj Tiwari,
Advocates

ORDER

1. The court is convened via video conferencing.
2. The Counsel for the Applicant Company states that the present Scheme is a Composite Scheme of Arrangement amongst Zee Entertainment Enterprises Limited, Bangla Entertainment Private Limited and Culver Max Entertainment Private Limited (formerly, Sony Pictures Networks India Private Limited), and their respective shareholders and creditors under sections 230 to 232 of the Companies Act, 2013 ('Scheme').

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

3. The Board Meeting of the Applicant Company was held on 21st December, 2021. The Board Meeting for the Transferor Company No. 2 and the Transferee Company was held on 21st December, 2021. The Appointed Date is the effective Date.
4. The Transferor Company No. 2 and the Transferee Company has filed a similar application before the National Company Law Tribunal, Mumbai Bench having CA(CAA)/203/MB/2022.
5. The Scheme provides for:
 - a. sub-division of the share capital of the Transferee Company, Bonus Issuance and Share Issuance as provided for in the Scheme and amalgamation of the Transferor Companies with the Transferee Company;
 - b. subsequent to the amalgamation of the Transferor Companies with the Transferee Company, the dissolution of the Transferor Companies without winding up; and
 - c. Certain arrangements, *inter alia*, in relation to the independent promoters of the Transferee Company and amendment of the Articles of Association of the Transferee Company.
6. The Counsel for the Applicant Company submits that the Applicant /Transferor Company No. 1 is a listed public limited company and is engaged inter-alia in the business of engaged in the business of TV content development, broadcasting of

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

regional and international entertainment satellite television channels, movies, music, and digital business.

7. The Counsel for the Applicant Company further submits that the Transferor Company No. 2 is a private limited company and is engaged inter-alia in the business of acquisition, production, distribution and broadcast of audio-visual content for exploitation of such program services on a worldwide basis.
8. The Counsel for the Applicant Company further submits that the Transferee Company is a private limited company and is engaged inter-alia in the business of (a) creating, owning, operating, programming, providing, transmitting, distributing and promoting linear and non-linear non-news program services, including sports program services, delivered by any means primarily to viewers in India and the Indian diaspora globally, and (b) production, exhibition, broadcast, re-broadcast, transmission, re-transmission or other exploitation of non-news audio-visual content, including sports content, in any format or in any language spoken in India (including English) for exploitation of such program services.
9. The rationale for the proposed Scheme is as under:

"The Transferee Company is inter alia engaged in the business of (1) creating, owning, operating, programming, providing, transmitting, distributing and promoting linear and non-linear, non-news program services, including sports program services, delivered by any means primarily to viewers in India and the Indian diaspora globally, and (2) production,

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

exhibition, broadcast, re-broadcast, transmission, re-transmission or other exploitation of non-news audio-visual content, including sports content, in any format or in any language spoken in India (including English) for exploitation of such program services.

The Transferor Company 1 is inter alia engaged in the business of TV content development, broadcasting of regional and international entertainment satellite television channels, movies, music and digital business.

The Transferor Company 2 is inter alia engaged in business of acquisition, production, distribution and broadcast of audio-visual content for exploitation of such program services on a worldwide basis.

With a view to consolidate the business interests of the Parties (as defined below), the Parties have decided that the Transferor Company 1 and the Transferor Company 2 with all their business interests, be amalgamated with the Transferee Company.

The Parties believe that (a) the proposed sub-division of the share capital of the Transferee Company, the Bonus Issuance to the SPNI Shareholder(s) and Share Issuance to the SPNI Shareholder(s) and Essel Mauritius and Essel Mauritius SPV; (b) the proposed amalgamation of the Transferor Company 1 with and into the Transferee Company; (c) the proposed amalgamation of the Transferor Company 2 with and into the Transferee Company, and (d) the other arrangements

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

contemplated under this Scheme, would be to the benefit of the shareholders and creditors of each of the Parties and would, inter alia, have the following benefits:

- (a) the proposed amalgamation and Share Issuance will enable the Parties to combine their businesses and create a financially strong amalgamated company. Each of the Parties bring well recognized entertainment offerings across platforms that will enable the amalgamated company to cater to the entertainment needs of viewers across various segments and age groups;*
- (b) the Parties have a history of bringing quality entertainment content to audiences across India. The amalgamated company will be well positioned to capitalize on the growth in the television broadcasting market;*
- (c) each of the Parties have a strong presence in the digital media space. Transferor Company 1 and Transferee Company are amongst the leading over the top platforms. Each of the Parties' content and strengths when combined will position the amalgamated company to capitalize on the rapid growth in the digital market and compete with market leaders;*
- (d) the combined scale and audience reach of the amalgamated company across television and digital platforms, will also enable it to compete effectively for advertisers. The financial strength of the amalgamated company will also enable it to compete effectively for acquiring upcoming*

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

rights to marquee sporting events across cricket and other sports; and

(e) each of the Parties have a strong brand recall across both television and digital media markets and as both markets evolve and grow, the amalgamated company will be well positioned to compete effectively with its peers in these markets. The transactions contemplated by the Scheme provides an opportunity that benefits all the stakeholders of the Parties.

10. The Counsel for the Applicant Company further submits that the shares of Applicant Company is listed on BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE"). Pursuant to the Securities Exchange Board of India ("SEBI") circular CFD/DIL3/CIR/2017/21 dated March 10, 2017, as amended from time to time ("SEBI Circular") read with Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR Regulations"), Applicant Company had applied to BSE and NSE for their "Observation Letter" / "No Objection Letter" to file the Scheme for sanction of the Tribunal. BSE and NSE by their respective letter dated July 29, 2022, have respectively given their "No Objection Letter" letters to the Applicant Company, to file the Scheme with the Tribunal.
11. This Tribunal hereby directs that a meeting of the Equity Shareholders of the Applicant Company be convened and held on Friday, 14th October, 2022 at 4 pm for the purpose of considering, and if thought fit, approving the proposed

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

Scheme, through video conferencing and/ or other audio visual means, without holding a general meeting requiring the physical presence of shareholders at a common venue, as the same in the current Covid-19 environment mandating social distancing norms shall not be feasible.

12. In view of provisions of Section 230(4) read with Section 108 of the Companies Act, 2013 read with Rule 20 and other applicable provisions of the Companies (Management and Administration) Rules, 2014 and in accordance with Regulation 44(1) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Applicant Company proposes to provide the facility of remote e-voting to its Equity Shareholders in respect of the resolution to be passed at the aforesaid meeting. The Equity Shareholders of the Applicant Company are also allowed to avail the facility of e-voting during the aforesaid meeting to be held through video conferencing and/or other audio visual means on Friday, 14th October, 2022 at 4 pm. The e-voting facility for the Equity Shareholders of the Applicant Company shall be provided in compliance with the conditions specified under the Companies (Management and Administration) Rules, 2014, Regulation 44 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Secretarial Standard on General Meetings (SS2) issued by the Institute of Company Secretaries of India, as applicable.
13. That at least 30 (thirty) clear days before the aforesaid meeting of the Equity Shareholders of the Applicant Company to be held as aforesaid, a notice convening the said meeting at

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

the day, date and time afore-said, together with a copy of the Scheme, a copy of the Explanatory Statement required to be sent under Section 230(3) of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, shall be sent either by Registered Post / Speed Post / Courier / Air Mail / through Email (where e-mail ID is available, at their last known e-mail addresses as per the records of the Applicant Company) to all the Equity Shareholders of the Applicant Company. Notice of convening the Meeting of the Equity Shareholders of the Applicant Company, indicating the day, date and time aforesaid, shall be advertised once each in the "Business Standard" and translation thereof in Marathi language in "Navshakti" both having circulation in Mumbai, not less than 30 (thirty) days before the date fixed for the meeting.

14. That Mr. Suhail Nathani, Advocate, and failing him, Mr. Jeenendra Bhandari, Practicing Chartered Accountant (Membership no. 105077) and failing him, Mr. Ashish Agarwal, Company Secretary and Compliance Officer of the Applicant Company, shall be the Chairperson of the aforesaid meeting of the Equity Shareholders of the Applicant Company, with remuneration fixed at Rs. 1,00,000/-.
15. That the scrutinizer for the aforesaid meeting of Equity Shareholders of the Applicant Company shall be Ms. Vinita Nair (Membership No. F10559), Senior Partner, M/s Vinod Kothari & Co., Company Secretaries, with remuneration fixed at Rs. 50,000/-.

**IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III**

C.A(CAA)/204/MB/2022

16. The quorum for the aforesaid meeting of the Equity Shareholders of Applicant Company shall be as prescribed under Section 103 of the Companies Act, 2013 and would include Equity Shareholders present through video conferencing and/or other audio visual means. In case the required quorum as stated above is not present at the commencement of the meeting, the meeting shall be adjourned by 30 (thirty) minutes and thereafter the persons present shall be deemed to constitute the quorum.
17. The voting by proxy shall not be permitted as the meeting would be held through video conferencing and/ or other audio visual means. However, voting in case of body corporate be permitted, provided the prescribed form / authorisation is filed with the Applicant Company at its registered office at 18th Floor, 'A' Wing, Marathon Futurex, NM Joshi Marg, Lower Parel, Mumbai 400013, not later than 48 hours before the start of the aforesaid meeting as required under Rule 10 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
18. The Chairperson appointed for the aforesaid meeting of the Equity Shareholders of the Applicant Company shall have all powers as per the Articles of Association of the Applicant Company and also under the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, to the extent necessary and applicable, in relation to the conduct of the meeting(s), including for deciding procedural questions that may arise at the meeting or at any adjournment thereof.

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

19. The value and number of the shares of each Equity Shareholder shall be in accordance with the books/ register of the Applicant Company or depository records and where the entries in the books/ register/ depository records are disputed, the Chairperson of the meeting shall determine the value for the purposes of the meeting of Equity Shareholders and his/her decision in that behalf would be final.
20. The Applicant Company shall host the notice directed herein, on the website of the Applicant Company, if any.
21. The Chairperson appointed for the aforesaid meeting of the Equity Shareholders of the Applicant Company shall report to this Tribunal, the result of the aforesaid meetings within 30 (thirty) days of the conclusion of the aforesaid meeting, and the said report shall be verified by his Affidavit as per Rule 14 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
22. The Counsel for the Applicant Company submits that as on March 31, 2022 there are 3 (Three) secured creditors of value of Rs. 3,12,19,218/- (Rupees Three Crore Twelve Lakhs Nineteen Thousand Two Hundred and Eighteen Only). The consent of the secured creditors of the Applicant Company has been annexed to the Company Scheme Application. In view of the aforesaid, there is no requirement to hold the meeting of the secured creditors of Applicant Company the same is therefore dispensed with.

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

23. The Counsel for the Applicant Company has submitted that as on March 31, 2022 the Applicant Company has 10,677 (Ten Thousand Six Hundred and Seventy Seven) Unsecured Creditors of value of Rs. 12,97,91,25,269/- (Rupees One Thousand Two Hundred Ninety-Seven Crores Ninety-One Lakh Twenty-Five Thousand Two Hundred and Sixty-Nine Only). The Counsel for the Applicant Company further submits that the present Scheme is a Composite Scheme of Arrangement amongst Zee Entertainment Enterprises Limited, Bangla Entertainment Private Limited and Culver Max Entertainment Private Limited (formerly, Sony Pictures Networks India Private Limited), and their respective shareholders and creditors as contemplated under Section 230(1)(b) of the Companies Act, 2013 and not in accordance with the provisions of Section 230(1)(a) of the Companies Act, 2013 as there is no compromise and/or arrangements with the creditors as no sacrifice is called for. Therefore, the meeting of the Unsecured Creditors of the Applicant Company be dispensed with.
24. After considering the above submissions, this bench, in addition to the issuance of public notice as stated above, hereby directs the Applicant Company to issue notice to its Unsecured Creditors having outstanding amount of more than Rs.10,00,000/- constituting more than 95% in value by Air Mail or Registered Post or Registered Post Acknowledgement Due (RPAD) or Speed Post or Courier or Hand Delivery or through E-mail (to those creditors whose email addresses are duly registered with the Applicant Company), at their last

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

known addresses as per the records of the Applicant Company, as required under Section 230(3) of the Companies Act, 2013, with a direction that they may submit their representations, if any, to the Tribunal within 30 (thirty) days from the date of receipt of the said notice and copy of such representations shall simultaneously be served upon Applicant Company. In view of the aforesaid, the requirement to hold the meeting of the unsecured creditors of the Applicant Company is dispensed with.

25. The Applicant Company, pursuant to Section 230(5) of the Companies Act, 2013 read with Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, is directed to serve the notice of the meeting of its Equity Shareholders upon:
- (a) The Central Government of India (through the Regional Director, Western Region, Ministry of Corporate Affairs);
 - (b) Registrar of Companies, Mumbai, Maharashtra;
 - (c) Concerned Income Tax Authorities within whose jurisdiction the assessments of the Applicant Company Companies are made (mentioning the PAN of Applicant Company - PAN: AAACZ0243R addressed to the Room No.802, 8th Floor, Pratistha Bhavan, Old CGO Annexe, Maharishi Karve Road, Mumbai – 400 020;
 - (d) Official Liquidator, High Court Bombay;
 - (e) BSE Limited;

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

- (f) National Stock Exchange of India Limited;
- (g) Securities and Exchange Board of India;
- (h) Competition Commission of India; and
- (i) Ministry of Information and Broadcasting, Government of India.

with a direction that they may submit their representation, if any, within a period of 30 (thirty) days from the date of receipt of such notice, to the Tribunal and copy of such representations shall simultaneously be served upon the Applicant Company, failing which, it will be presumed that the aforesaid authorities have no representations to make on the Scheme.

26. The Tribunal appoints, M/s. Harsh Ruparelia & Company, Chartered Accountants, having their office at B/204, Jyoti Tower, Jyoti Park CHS Ltd., S. V. Road, Kandivali (W), Mumbai - 400 067, Email harsh.ruparelia@yahoo.com and Mobile No. (+91) 9004357775 to assist the Official Liquidator to scrutinize the books of accounts of the Transferor Company No. 1 for the last five (5) years. The fee of the Chartered Accountant to be fixed as Rs. 2,00,000/- to be paid by the Transferor Company No. 1.
27. The Chairperson to file an affidavit not less than 7 (seven) days before the date fixed for the holding of the meeting and do report this Tribunal that the direction regarding the issue of notices and advertisement have been duly complied with as

IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT III

C.A(CAA)/204/MB/2022

per Rule 12 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

28. Ordered accordingly. Pronounced in open court today.
29. All parties, and regulatory and statutory authorities including those set out in paragraph 25, should proceed on the basis of the copy of the order as made available electronically.

Sd/-
Anuradha Sanjay Bhatia
Member (Technical)

Sd/-
H.V. Subba Rao
Member (Judicial)

**Deloitte
Haskins & Sells LLP**

Chartered Accountants
Lotus Corporate Park
1st Floor, Wing A - G
CTS No.185A2, Jay Road,
Off Western Express Highway
Chembur (East)
Mumbai - 400 063
Maharashtra, India
Tel: +91 22 6245 1000
Fax: +91 22 6245 1081

**INDEPENDENT AUDITORS' REVIEW REPORT ON REVIEW OF INTERIM
STANDALONE FINANCIAL RESULTS**

**TO THE BOARD OF DIRECTORS OF
ZEE ENTERTAINMENT ENTERPRISES LIMITED**

1. We have reviewed the accompanying Statement of Standalone Unaudited Financial Results of Zee Entertainment Enterprises Limited (the Company), for the quarter ended 30 June 2022 (the Statement), being submitted by the Company pursuant to the requirement of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.
2. This Statement, which is the responsibility of the Company's Management and approved by the Company's Board of Directors, has been prepared in accordance with the recognition and measurement principles laid down in the Indian Accounting Standard (Ind AS) 34 on 'Interim Financial Reporting', prescribed under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and other accounting principles generally accepted in India. Our responsibility is to express a conclusion on the Statement based on our review.
3. We conducted our review of the Statement in accordance with the Standard on Review Engagements (SRE) 2410 on 'Review of Interim Financial Information Performed by the Independent Auditor of the Entity', issued by the Institute of Chartered Accountants of India (ICAI). A review of interim financial information consists of making inquiries, primarily of the Company's personnel responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Standards on Auditing specified under section 143(10) of the Companies Act, 2013 and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.
4. Based on our review conducted as stated in paragraph 3 above, nothing has come to our attention that causes us to believe that the accompanying Statement, prepared in accordance with the recognition and measurement principles laid down in the aforesaid Indian Accounting Standard and other accounting principles generally accepted in India, has not disclosed the information required to be disclosed in terms of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as

**Deloitte
Haskins & Sells LLP**

amended, including the manner in which it is to be disclosed, or that it contains any material misstatement.

For Deloitte Haskins & Sells LLP
Chartered Accountants
(Firm's Registration No. 117366W/W-100018)



A. B. Jani
Partner

Membership No. 46488
UDIN: 22046488AOWMFG4719

Mumbai, 12 August 2022

Extraordinary Together

ZEE ENTERTAINMENT ENTERPRISES LIMITED

CIN No : L92132MH1982PLC028767

Regd. Off. 18th Floor, A Wing, Marathon Futurex, N.M.Joshi Marg, Lower Parel, Mumbai - 400013

www.zee.com

Standalone unaudited financial results for the quarter ended 30 June 2022

(₹ in lakhs)

Particulars	Quarter ended on			Year ended on
	30-Jun-22	31-Mar-22	30-Jun-21	31-Mar-22
	Unaudited	Unaudited (Refer Note 3)	Unaudited	Audited
1 Revenue from operations	166,324	211,326	160,939	751,114
2 Other income	12,717	3,304	3,290	11,934
Total income [1 + 2]	179,041	214,630	164,229	763,048
3 Expenses				
(a) Operational cost	95,252	119,625	79,813	379,318
(b) Employee benefits expense	16,534	17,719	17,977	68,100
(c) Finance costs	765	3,708	75	4,041
(d) Depreciation and amortisation expenses	4,170	2,914	2,832	11,064
(e) Fair value (gain) on financial instruments at fair value through profit and loss	0	(10,880)	(5,569)	(17,441)
(f) Advertisement and publicity expenses	20,130	19,787	14,640	74,742
(g) Other expenses	10,469	10,173	12,342	50,810
Total expenses [3(a) to 3(g)]	147,314	163,046	122,110	571,694
4 Profit before exceptional item and taxes [1+2-3]	31,727	51,584	42,119	191,414
5 Exceptional items [Refer note 5 and 8]	(1,500)	(9,400)	(370)	(12,710)
6 Profit before tax [4-5]	30,227	42,184	41,749	178,704
7 Tax expense :				
(a) Current tax	5,827	7,055	10,415	41,384
(b) Current tax - earlier years	-	1,964	-	1,964
(c) Deferred tax	(487)	994	145	1,471
Total tax expense [7(a) + 7(b) + 7(c)]	5,340	10,013	10,560	44,819
8 Profit for the period/year [6 - 7]	24,887	32,171	31,189	133,885
9 Other comprehensive income/(loss)				
Items that will not be reclassified to profit or loss				
(a) (i) Re-measurement of defined benefit obligation	(1,402)	265	(470)	110
(ii) Fair value changes of equity instruments through other comprehensive income	(25)	14	16	37
(b) Income-tax relating to items that will not be reclassified to profit or loss	353	(67)	118	(28)
Total other comprehensive (loss)/income [9(a) to 9(b)]	(1,074)	212	(336)	119
10 Total comprehensive income [8 + 9]	23,813	32,383	30,853	134,004
11 Paid-up Equity share capital of ₹ 1/- each	9,606	9,606	9,606	9,606
12 Other equity				975,159
13 Earnings per share (not annualised) :				
Basic (₹)	2.59	3.35	3.25	13.94
Diluted (₹)	2.59	3.35	3.25	13.94

Of (zero) denotes amounts less than ₹ 1 lakh.



ZEE ENTERTAINMENT ENTERPRISES LIMITED

CIN No : L92132MH1982PLC028767

Regd. Off. 18th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower
Parel, Mumbai – 400013

www.zee.com

Notes to standalone financial results

1. The standalone unaudited financial results have been reviewed by the Audit Committee in their meeting held on 11 August 2022 and approved by the Board of Directors in their meeting held on 12 August 2022. These results have been subjected to limited review carried out by the Statutory Auditors.
2. The standalone unaudited financial results have been prepared in accordance with the recognition and measurement principles provided in Indian Accounting Standard (Ind AS) 34 on 'Interim Financial Reporting', the provisions of the Companies Act, 2013 (the Act), as applicable and guidelines issued by the Securities and Exchange Board of India (SEBI) under SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended.
3. The figures for the quarter ended 31 March 2022 are the balancing figures between audited figures for the full financial year ended 31 March 2022 and the unaudited published year-to-date figures up to 31 December 2021, being the date of the end of the third quarter of the respective financial year. The figures for the quarter ended 31 March 2022 were subjected to limited review.
4. The Company operates in a single reporting segment namely 'Content and Broadcasting'.
5. During earlier years, the Company had provided commitments for funding shortfalls in Debt Service Reserve Account (DSRA guarantee) in relation to certain financial facilities availed from banks by Siti Networks Limited (SNL), which was disclosed as a related party for the year ended 31 March 2022, based on past association with SNL, even though SNL does not meet the criteria for being a related party from a legal form perspective. The above facilities include certain facilities availed when the cable business undertaking was part of the Company before its demerger into SNL.

The loan outstanding of SNL as at 30 June 2022 is Rs 20,090 lakhs which is backed by DSRA guarantee as per the terms of the relevant agreements. On account of defaults made in repayments by SNL, during the year ended 31 March 2021, the Company has received demand notices/communications from the banks/representatives calling upon the Company to honor the obligations under the DSRA guarantee.

The Company has also been informed that SNL is in discussions with the banks for renegotiating the repayment terms and also restructuring/rescheduling of its' facilities. The Company has obtained legal advice about its obligations under the terms of the DSRA guarantee and the demands raised. Certain demands are sub-judice before various judicial forums.

Based on the aforesaid, as a matter of abundant caution, the Company has without prejudice to its rights in the pending legal proceedings, accounted for an amount aggregating Rs 10,010 lakhs towards DSRA during the year ended 31 March 2021. During the quarter ended 30 June 2022, the Company has further accounted for an amount of Rs 1,500 lakhs (Rs 1,960 lakhs for the quarter ended 31 March 2022, Rs 370 lakhs for the quarter ended 30 June 2021, Rs 5,270 lakhs for year ended 31 March 2022). The Company has also provided for the aforesaid amounts receivable from SNL and disclosed the same as part of 'Exceptional items'.

ZEE ENTERTAINMENT ENTERPRISES LIMITED

CIN No : L92132MH1982PLC028767

Regd. Off. 18th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower

Parel, Mumbai – 400013

www.zee.com

As a matter of abundant caution, the Company had provided for the overdue trade receivables from SNL aggregating Rs. 19,907 lakhs in the year ended 31 March 2021. The Company recognises revenue to the extent collected. On account of a pending legal proceeding, revenue aggregating Rs 3,515 lakhs (of which Rs 1,550 lakhs is deposited in court by SNL) shall be recognised upon collection.

6. ATL Media Limited (ATL), an overseas wholly owned subsidiary of the Company incorporated in Mauritius is engaged in broadcasting business. Living Entertainment Limited, Mauritius (LEL), a related party of the Company, is a content provider. During the financial year ended 31 March 2016, ATL had entered into a Put Option agreement with LEL to acquire the issued share capital held by LEL to the extent of 64.38% in Veria International Limited (VIL) (another related party of the Company) at an exercise price of \$ 105 million. The exercise period of the Put Option was from the agreement date till the expiry date, i.e. 30 July 2019. In order to secure a borrowing from Axis Bank Limited and Yes Bank Limited (Bank), LEL had assigned all its right, title, benefit and interest under the said Put Option agreement in favour of Axis Bank, DIFC Branch, the security trustee for the benefit of Axis Bank Limited and Yes Bank Limited. Based on certain representations made by LEL, the Put Option agreement was renewed and amended by the parties (ATL and LEL) on 29 July 2019 and extended till 30 December 2026, and the exercise price was set at \$52.50 million (Rs 41,386 lakhs as at 30 June 2022, Rs 39,685 lakhs as at 31 March 2022 and Rs 38,997 lakhs as at 30 June 2021) for the same quantum of shares and LEL extended the assignment of the Put Option to the security trustee.

During the financial year ended 31 March 2020, the Bank invoked the Put Option pursuant to the assignment and demanded ATL to pay the exercise price. Subsequently, upon inquiry, ATL became aware of certain misrepresentations by LEL at the time of renewal of the Put Option agreement and consequently, ATL has rescinded the Put Option from the renewal date of the Put Option agreement and also filed a suit against LEL and the security trustee of the said Bank (security trustee subsequently excluded in the amended plaint filed during the quarter ended 30 September 2021) in the Hon'ble Supreme Court of Mauritius for inter-alia declaration that the amended Put Option agreement has been properly rescinded and no longer binding and enforceable. The matter is now sub-judice in Mauritius.

In May 2016, the Company had issued a Letter of Comfort (LOC) to the said Bank confirming its intention, among other matters, to support ATL by infusing equity/debt for meeting all its working capital requirements, debt requirements, business expansion plans, honouring the Put Option, take or pay agreements and guarantees. The Company has received communication from the Bank mentioning defaults committed by LEL in repayment of their loans to the Bank and calling upon the Company to support ATL in connection with honouring the Put Option. However, the Bank and LEL remained in discussion to settle the borrowing.

The Company is of the view, based on legal advice, that the LOC neither provides any guarantee, commitment or assurance to pay the Bank. On 26 June 2020, the Bank filed a plaint seeking ad-interim relief in the Hon'ble High Court of Bombay on the grounds that the aforesaid LOC provided to the Bank is a financial guarantee. The Hon'ble High Court of Bombay, vide Orders dated 30 June 2020 and 19 August 2020 has refused/dismitted the ad-interim relief sought by the Bank, including as part of the appeal proceedings filed by the Bank that were in favour of the Company. The primary suit filed by the Bank on 26 June 2020 is yet to be heard by the Hon'ble High Court of Bombay.



Extraordinary Together

ZEE ENTERTAINMENT ENTERPRISES LIMITED

CIN No : L92132MH1982PLC028767

Regd. Off. 18th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower

Parel, Mumbai – 400013

www.zee.com

The Management has assessed the nature of the LOC and based on legal advice obtained, the LOC has not been considered as a financial guarantee by the Management, which would require recognition of a liability in the books of account of the Company. Further, based on an independent valuation of ATL obtained, the Management has determined that the LOC also does not result in any executory contract that is onerous on the Company which requires any recognition of liability in the books of account of the Company.

7. The Board of Directors of the Company, at its meeting on 21 December 2021, has considered and approved Scheme of Arrangement under Sections 230 to 232 of the Companies Act, 2013 (Scheme), whereby the Company and Bangla Entertainment Private Limited (an affiliate of Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)) shall merge in Culver Max Entertainment Private Limited. The Scheme is subject to receipt of approvals from the National Company Law Tribunal, Mumbai bench (NCLT), shareholders and creditors of the Company as may be directed by the NCLT and approval of other regulatory or statutory authorities as may be required. Subsequent to the quarter end, the Company has received the observation letter with "no adverse observations" from BSE Limited and "no objection" from the National Stock Exchange of India Limited and is further pursuing necessary regulatory approvals.
8. During the quarter ended 31 March 2022, the Board of Directors approved payment of one-time bonus as part of Talent Retention Plan, payable in two tranches. Accordingly, amount aggregating Rs 6,710 lakhs has been accounted during the quarter ended 31 March 2022 and disclosed as a part of 'Exceptional items'.

Further, during the quarter ended 31 March 2022, the Company accounted for legal expenses aggregating Rs 730 lakhs in connection with the proposed Scheme of Arrangement (refer note 7). The said amount is disclosed as a part of 'Exceptional items'.

9. During the quarter ended 30 June 2022, the Company has issued and allotted 3,705 Equity shares upon conversion of Stock Options granted under the Company's ESOP Scheme. Consequent to this allotment the Paid-up Equity share capital of the Company stands increased to 960,519,420 Equity shares of Rs. 1/- each i.e. Rs. 9,606 Lakhs.

For and on behalf of the Board

Zee Entertainment Enterprises Limited

Punit Goenka
Managing Director & CEO

Place: Mumbai

Date: 12 August 2022

**INDEPENDENT AUDITORS' REVIEW REPORT ON REVIEW OF INTERIM
CONSOLIDATED FINANCIAL RESULTS****TO THE BOARD OF DIRECTORS OF
ZEE ENTERTAINMENT ENTERPRISES LIMITED**

1. We have reviewed the accompanying Statement of Consolidated Unaudited Financial Results of Zee Entertainment Enterprises Limited (the Parent) and its subsidiaries (the Parent and its subsidiaries together referred to as 'the Group'), and its share of the net profit after tax and total comprehensive income of its associate and joint venture for the quarter ended 30 June 2022 (the Statement) being submitted by the Parent pursuant to the requirement of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.
2. This Statement, which is the responsibility of the Parent's Management and approved by the Parent's Board of Directors, has been prepared in accordance with the recognition and measurement principles laid down in the Indian Accounting Standard (Ind AS) 34 on 'Interim Financial Reporting', prescribed under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and other accounting principles generally accepted in India. Our responsibility is to express a conclusion on the Statement based on our review.
3. We conducted our review of the Statement in accordance with the Standard on Review Engagements (SRE) 2410 on 'Review of Interim Financial Information Performed by the Independent Auditor of the Entity', issued by the Institute of Chartered Accountants of India (ICAI). A review of interim financial information consists of making inquiries, primarily of Parent's personnel responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Standards on Auditing specified under Section 143(10) of the Companies Act, 2013 and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

We also performed procedures in accordance with the circular issued by the SEBI under Regulation 33(8) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, to the extent applicable.

AM/P

Deloitte Haskins & Sells LLP

4. The Statement includes the results of the following entities:

Sr. No.	Particulars
	Parent
	Zee Entertainment Enterprises Limited
	Subsidiaries
1	Zee Studios Limited
2	Pantheon Productions Limited
3	Zee Unimedia Limited
4	Margo Networks Private Limited
5	Asia Multimedia Distribution Inc.
6	Asia Today Limited
7	Asia Today Singapore Pte Limited
8	Asia TV Gmbh
9	Asia TV Limited (UK)
10	Asia TV USA Limited
11	ATL Media FZ-LLC
12	ATL Media Limited
13	Expand Fast Holdings (Singapore) Pte Limited
14	OOO Zee CIS LLC
15	Taj TV Limited
16	Z5X Global FZ - LLC
17	Zee Entertainment Middle East FZ-LLC
18	Zee Multimedia Worldwide (Mauritius) Limited
19	Zee Studio International Limited
20	Zee TV South Africa (Proprietary) Limited
21	OOO Zee CIS Holding LLC
	Joint Venture
1	Media Pro Enterprise India Private Limited
	Associate
1	Asia Today Thailand Limited

5. We draw attention to Note 5 to the Statement, where the Management has explained reasons for not accounting for the Put Option. As explained in the said Note, the Put Option agreement was initially entered into by ATL Media Limited (ATL), a wholly owned subsidiary of the Parent on 20 January 2016 and renewed on 29 July 2019 to be valid until 30 December 2026. The Put Option agreement requires ATL to purchase the issued share capital of Veria International Limited (VIL), a related party of the Parent to the extent of 64.38% held by Living Entertainment Limited (LEL), another related party of the Parent (total exercise price of the Put Option \$52.50 million (Rs. 41,386 lakhs as at 30 June 2022 (Rs. 39,685 lakhs as at 31 March 2022 and Rs. 38,997 lakhs as at 30 June 2021)). In order to secure a borrowing from Yes Bank Limited (Bank), LEL had assigned all its right, title, benefit and interest under the said Put Option agreement in favour of the Bank. As explained in the note, ATL has rescinded the renewal of the Put Option from the date of its renewal and the validity of the Put Option agreement is sub-judice in the Hon'ble Supreme Court of Mauritius. In view of the above, the auditors of ATL

**Deloitte
Haskins & Sells LLP**

have been unable to determine whether any adjustments are required to be made in respect of the fair value of the Put Option (including any impact in the prior periods) in the interim financial information of ATL that have been reviewed and provided for inclusion in the Statement and have modified their reviewed report on the said interim financial information of ATL on the said matter. Consequently, we are unable to comment if any adjustments are required to these consolidated financial results under Ind AS 109 on 'Financial Instruments' in respect of the said Put Option (including any impact in the prior periods).

This matter was also qualified in our report on the consolidated financial results for the quarter ended June 30, 2021 and for the quarter and year ended 31 March 2022.

6. Based on our review conducted and procedures performed as stated in paragraph 3 above and based on the consideration of the review reports of the other auditors referred to in paragraph 7 below, except for the possible effect of the matter described in paragraph 5 above, nothing has come to our attention that causes us to believe that the accompanying Statement, has not been prepared in accordance with the recognition and measurement principles laid down in the aforesaid Indian Accounting Standard and other accounting principles generally accepted in India, and has not disclosed the information required to be disclosed in terms of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, including the manner in which it is to be disclosed, or that it contains any material misstatement.

7. We did not review the interim financial results of 13 subsidiaries included in the consolidated unaudited financial results, whose interim financial results reflect total revenues of Rs. 46,746 lakhs for the quarter ended 30 June 2022, total net profit after tax of Rs. 7,826 lakhs for the quarter ended 30 June 2022 and total comprehensive income of Rs. 7,822 lakhs for the quarter ended 30 June 2022, as considered in the Statement. These interim financial results have been reviewed by other auditors whose reports have been furnished to us by the Management and our conclusion on the Statement, in so far as it relates to the amounts and disclosures included in respect of these subsidiaries is based solely on the reports of the other auditors and the procedures performed by us as stated in paragraph 3 above.

Our conclusion on the Statement is not modified in respect of this matter.

8. The consolidated unaudited financial results includes the interim financial results of 8 subsidiaries which have not been reviewed by their auditors, whose interim financial results reflect total revenue of Rs. 1,379 lakhs for the quarter ended 30 June 2022, total profit after tax of Rs. 655 lakhs for the quarter ended 30 June 2022 and total comprehensive income of Rs. 655 lakhs for the quarter ended 30 June 2022, as considered in the Statement. The consolidated unaudited financial results also includes the Group's share of profit after tax of Rs. 8 lakhs for the quarter ended 30 June 2022 and total comprehensive income of Rs. 8 lakhs for the quarter ended 30 June 2022, as considered in the Statement, in respect of an associate and a joint venture, based on their interim financial results which have not been reviewed by their auditors. According to the information and explanations given to us by the Management, these interim financial results are not material to the Group.

DXLP



**Deloitte
Haskins & Sells LLP**

Our conclusion on the Statement is not modified in respect of our reliance on the interim financial results certified by the Management.

For Deloitte Haskins & Sells LLP
Chartered Accountants
(Firm's Registration No. 117366W/W-100018)

A. B. Jani
Partner

Membership No. 46488
UDIN: 22046488AOWOAH2326

Mumbai, 12 August 2022

Extraordinary Together

ZEE ENTERTAINMENT ENTERPRISES LIMITED

CIN No : L92132MH2962PLC028787

Regd. Off. 38th Floor, A Wing, Marathon Futures, N.M. Joshi Marg, Lower Park, Mumbai - 400013

www.zee.com

Consolidated unaudited financial results for the quarter ended 30 June 2022

Particulars	Quarter ended on			(₹ in Lakhs)
	30-Jun-22	31-Mar-22	30-Jun-21	31-Mar-22
	Unaudited	Unaudited (Refer Note 3)	Unaudited	Audited
1 Revenue from operations				
(a) Advertisement revenue	97,620	111,983	92,663	639,652
(b) Subscription revenue	77,172	85,406	81,305	324,657
(c) Other sales and services	9,774	34,821	3,532	54,623
2 Other income	3,279	3,817	3,358	12,133
Total Income [2(a) to 2(c) + 2]	187,858	236,137	180,868	831,084
3 Expenses				
(a) Operational cost	100,263	125,786	86,636	404,468
(b) Employee benefits expense	21,721	21,887	22,804	86,414
(c) Finance costs	810	3,805	193	4,523
(d) Depreciation and amortisation expense	7,785	6,765	5,896	24,585
(e) Fair value (gain)/loss on financial instruments at fair value through profit and loss	0	(2,020)	974	371
(f) Advertisement and publicity expenses	23,182	23,308	17,814	86,430
(g) Other expenses	15,832	14,609	15,945	60,363
Total expenses [3(a) to 3(g)]	169,598	192,180	150,162	676,233
4 Profit before share of profit of associate and joint venture, exceptional item and taxes [3-3]	18,260	43,957	30,696	154,871
5 Share of profit/(loss) of associate/joint venture	8	(2)	1	10
6 Profit before exceptional items and tax [4 + 5]	18,278	43,955	30,695	154,881
7 Exceptional items (Refer note 4 and 7)	(1,500)	(10,020)	(370)	(13,330)
8 Profit before tax [6 + 7]	16,778	33,935	30,325	141,551
9 Tax expense :				
(a) Current tax	6,869	7,704	10,414	43,110
(b) Current tax - earlier years	-	1,964	-	1,964
(c) Deferred tax	(845)	6,050	(508)	891
Total tax expense [9(a) + 9(b) + 9(c)]	6,024	15,722	9,667	45,974
10 Profit for the period/year [8 - 9]	10,754	18,213	20,678	95,577
11 Other comprehensive income/(loss)				
(A) Items that will not be reclassified to profit or loss				
(a) (i) Re-measurement of defined benefit obligation	(1,410)	262	(478)	88
(ii) Fair value changes of equity instruments through other comprehensive income	(25)	14	16	37
(b) Income tax relating to items that will not be reclassified to profit or loss	345	(75)	130	(32)
(B) Items that will be reclassified to profit or loss				
(a) Exchange differences on translation of financial statements of foreign operations	5,250	2,380	1,503	4,271
Total other comprehensive income [11(A) + 11(B)]	4,180	2,581	1,563	4,943
12 Total comprehensive income [10 + 11]	14,934	20,794	22,439	100,520
13 Profit/(Loss) for the period/year attributable to :				
Shareholders of the Company	10,880	18,133	21,374	96,456
Non-controlling interests	-	-	(496)	(879)
14 Total comprehensive income/(loss) attributable to Shareholders of the Company	10,880	18,133	20,878	95,577
Non-controlling interests	-	-	(496)	(879)
15 Paid-up Equity share capital of ₹ 1/- each	9,000	9,000	9,900	9,000
16 Other equity				1,076,669
17 Earnings per Share (net annualised) :				
Basic (₹)	1.11	1.89	2.25	10.04
Diluted (₹)	1.11	1.89	2.25	10.04

C (Zero) denotes amounts less than a lakh.

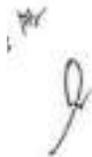
Notes to consolidated financial results

1. The consolidated unaudited financial results of Zee Entertainment Enterprises Limited (Parent/Company) and its subsidiaries (collectively referred as the Group) and its share of the profit/[loss] of its joint venture and associate have been reviewed by the Audit Committee in their meeting held on 11 August 2022 and approved by the Board of Directors in their meeting held on 12 August 2022. These results have been subjected to limited review carried out by the Statutory Auditors.
2. The consolidated unaudited financial results have been prepared in accordance with the recognition and measurement principles provided in Indian Accounting Standard (Ind AS) 34 on 'Interim Financial Reporting', the provisions of the Companies Act, 2013 (the Act), as applicable and guidelines issued by the Securities and Exchange Board of India (SEBI) under SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended.
3. The figures for the quarter ended 31 March 2022 are the balancing figures between audited figures for the full financial year ended 31 March 2022 and the unaudited published year-to-date figures up to 31 December 2021, being the date of the end of the third quarter of the respective financial year. The figures for the quarter ended 31 March 2022 were subjected to limited review.
4. During earlier years, the Company had provided commitments for funding shortfalls in Debt Service Reserve Account (DSRA guarantee) in relation to certain financial facilities availed from banks by Siti Networks Limited (SNL), which was disclosed as a related party for the year ended 31 March 2022, based on past association with SNL, even though SNL does not meet the criteria for being a related party from a legal form perspective. The above facilities include certain facilities availed when the cable business undertaking was part of the Company before its demerger into SNL.

The loan outstanding of SNL as at 30 June 2022 is Rs 20,090 lakhs which is backed by DSRA guarantee as per the terms of the relevant agreements. On account of defaults made in repayments by SNL, during the year ended 31 March 2021, the Company has received demand notices/communications from the banks/representatives calling upon the Company to honor the obligations under the DSRA guarantee.

The Company has also been informed that SNL is in discussions with the banks for renegotiating the repayment terms and also restructuring/rescheduling of its' facilities. The Company has obtained legal advice about its obligations under the terms of the DSRA guarantee and the demands raised. Certain demands are sub-judice before various judicial forums.

Based on the aforesaid, as a matter of abundant caution, the Company has without prejudice to its rights in the pending legal proceedings, accounted for an amount aggregating Rs 10,010 lakhs towards DSRA during the year ended 31 March 2021. During the quarter ended 30 June 2022, the Company has further accounted for an amount of Rs 1,500 lakhs (Rs 1,960 lakhs for the quarter ended 31 March 2022, Rs 370 lakhs for the quarter ended 30 June 2021, Rs 5,270 lakhs for year ended 31 March 2022). The Company has also provided for the aforesaid amounts receivable from SNL and disclosed the same as part of 'Exceptional Items'.



ZEE ENTERTAINMENT ENTERPRISES LIMITED

CIN No : L92132MH1982PLC028767

 Regd. Off. 18th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower
 Parel, Mumbai – 400013
www.zee.com

As a matter of abundant caution, the Company had provided for the overdue trade receivables from SNL aggregating Rs. 19,907 lakhs in the year ended 31 March 2021. The Company recognises revenue to the extent collected. On account of a pending legal proceeding, revenue aggregating Rs 3,515 lakhs (of which Rs 1,550 lakhs is deposited in court by SNL) shall be recognised upon collection

5. ATL Media Limited (ATL), an overseas wholly owned subsidiary of the Company incorporated in Mauritius, is engaged in broadcasting business. Living Entertainment Limited, Mauritius (LEL), a related party of the Company, is a content provider. During the financial year ended 31 March 2016, ATL had entered into a Put Option agreement with LEL to acquire the issued share capital to the extent of 64.38% held by LEL in Veria International Limited (VIL) (another related party of the Group) at an exercise price of \$ 105 million. The exercise period of the Put Option was from the agreement date till the expiry date, i.e. 30 July 2019. In order to secure a borrowing, from Axis Bank Limited and Yes Bank Limited (Bank), LEL had assigned all its right, title, benefit and interest under the said Put Option agreement in favour of Axis Bank DIFC branch, the security trustee for the benefit of Axis Bank Limited and Yes Bank Limited. The Put Option agreement was amended and renewed by the parties (ATL and LEL) on 29 July 2019 and extended till 30 December 2026 based on certain representations made by LEL and the exercise price was set at \$52.50 million Rs 41,386 lakhs as at 30 June 2022, Rs 39,685 lakhs as at 31 March 2022, and Rs 38,997 lakhs as at 30 June 2021) for the same quantum of shares as per the earlier Put Option agreement and LEL extended the assignment of the Put Option to the security trustee.

During the financial year ended 31 March 2020, the Bank invoked the Put Option pursuant to the assignment and demanded ATL to pay the exercise price. Subsequently, upon inquiry, ATL became aware of certain misrepresentations by LEL at the time of renewal of the Put Option agreement and consequently, ATL has rescinded the Put Option from the renewal date of the Put Option agreement and also filed a suit against LEL and the security trustee of the said Bank (security trustee subsequently excluded in the amended plaint filed during the quarter ended 30 September 2021) in the Hon'ble Supreme Court of Mauritius for inter-alia declaration that the amended Put Option agreement has been properly rescinded and no longer binding and enforceable. The matter is now sub-judice in Mauritius.

ATL does not consider that any liability will devolve on it and hence has not recognized any liability towards the fair value of the Put Option in its books of account. Further, the Management of ATL has determined that based on valuation reports of VIL provided by LEL annually for subsequent periods up till 31 March 2019, the value of the underlying shares in VIL was higher than the exercise price and hence no amount was required to be recognized as liability towards the fair value of the Put Option in respect of those financial year ends.

The statutory auditors of the Group have qualified this matter in their report on the financial results for the quarter ended 30 June 2022, for the quarter ended 30 June 2021 and for the quarter and year ended 31 March 2022 based on a similar qualification by the auditors of ATL in Mauritius.





Extraordinary Together

ZEE ENTERTAINMENT ENTERPRISES LIMITED

CIN No : L92132MH1982PLC028767

Regd. Off. 18th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower
Parel, Mumbai – 400013

www.zee.com

6. The Board of Directors of the Company, at its meeting on 21 December 2021, has considered and approved Scheme of Arrangement under Sections 230 to 232 of the Companies Act, 2013 (Scheme), whereby the Company and Bangla Entertainment Private Limited (an affiliate of Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)) shall merge in Culver Max Entertainment Private Limited. The Scheme is subject to receipt of approvals from the National Company Law Tribunal, Mumbai bench (NCLT), shareholders and creditors of the Company as may be directed by the NCLT and approval of other regulatory or statutory authorities as may be required. Subsequent to the quarter end, the Company has received the observation letter with "no adverse observations" from BSE Limited and "no objection" from the National Stock Exchange of India Limited and is further pursuing necessary regulatory approvals.
7. During the quarter ended 31 March 2022, the Board of Directors approved payment of one-time bonus as part of Talent Retention Plan, payable in two tranches. Accordingly, amount aggregating Rs 7,330 lakhs has been accounted during the quarter ended 31 March 2022 and disclosed as a part of 'Exceptional Items'.

Further, during the quarter ended 31 March 2022, the Company accounted for legal expenses aggregating Rs 730 lakhs in connection with the proposed Scheme of Arrangement (refer note 6). The said amount is disclosed as a part of 'Exceptional Items'.
8. During the quarter ended 30 June 2022, the Company has issued and allotted 3,705 Equity shares upon conversion of Stock Options granted under the Company's ESOP Scheme. Consequent to this allotment the Paid-up Equity share capital of the Company stands increased to 960,519,420 Equity Shares of Rs. 1/- each i.e. Rs. 9,606 Lakhs.
9. The Group operates in a single reporting segment namely 'Content and Broadcasting'.

For and on behalf of the Board
Zee Entertainment Enterprises Limited



Punit Goenka
Managing Director & CEO

Place: Mumbai
Date: 12 August 2022





Bangla Entertainment Private Limited
Provisional Unaudited Condensed Interim Balance sheet as at June 30, 2022

	Note No.	As at June 30, 2022 Rs.	As at March 31, 2022 Rs.
I. EQUITY AND LIABILITIES			
Shareholders' Funds			
(a) Share Capital	1	18,066,400	18,066,400
(b) Reserves and Surplus	2	2,164,187,878	2,036,353,024
Non-current Liabilities			
(a) Other Long Term Liabilities	3	147,500	147,500
(b) Long Term Provisions	4	3,182,799	3,026,207
(c) Long Term Provision for Tax		7,546,440	-
Current Liabilities			
(a) Trade Payables			
Total outstanding dues of Creditors other than Micro and Small Enterprises		59,543,891	28,989,566
(b) Other Current Liabilities	5	15,259,449	7,323,649
(c) Short Term Provisions	6	832,565	791,157
Total		2,268,766,922	2,094,697,503
II. ASSETS			
Non-current Assets			
(a) Property, Plant and Equipment			
(i) Tangible Assets		1,523,140	792,518
(ii) Intangible Assets		69,960	44,506
(b) Long Term Loans and Advances	7	5,363,144	12,958,393
(c) Deferred Tax Assets (Net)		5,480,967	5,480,967
Current Assets			
(a) Inventories	8	46,877,011	46,967,346
(b) Trade Receivables	9	1,283,911,730	1,178,352,779
(c) Cash and Bank Balances	10	876,402,575	827,004,319
(d) Short Term Loans and Advances	11	14,979,704	17,187,256
(e) Other Current Assets	12	34,158,691	5,909,419
Total		2,268,766,922	2,094,697,503

The above provisional unaudited condensed interim balance sheet should be read in conjunction with the accompanying notes

For and on behalf of board of directors of
Bangla Entertainment Private Limited
(CIN: U92199MH2007PTC270854)

NARINDER
PAL SINGH
N P Singh
Director
DIN: 03335912

Digitally signed by NARINDER PAL SINGH
Date: 2022.09.01 17:51:31 +05'30'

ASHOK
NAMBISSAN
Ashok Nambissan
Director
DIN: 00288695

Digitally signed by ASHOK NAMBISSAN
Date: 2022.09.01 17:49:22 +05'30'

Place: Mumbai
Date : September 01, 2022



Bangla Entertainment Private Limited
Provisional Unaudited Condensed Interim Statement of profit and loss for the
three months period ended June 30, 2022

	Note No.	Three months period ended June 30, 2022 Rs.	Year ended March 31, 2022 Rs.
I. Revenue from Operations	13	207,361,833	754,754,879
II. Other Income	14	6,177,973	15,076,184
III. Total Revenue (I+II)		213,539,806	769,831,063
IV. Expenses			
Direct Costs	15	12,060,376	48,521,488
Employee Benefits Expenses	16	4,378,407	13,326,135
Depreciation and Amortization Expenses		125,036	502,345
Other Expenses	17	26,141,134	105,881,056
Total Expenses		42,704,953	168,231,024
V. Profit before Tax (III-IV)		170,834,853	601,600,039
VI. Tax Expense:			
(1) Current Tax		43,000,000	154,401,623
(2) Deferred Tax		-	708,124
Profit for the period/ year (V-VI)		127,834,853	446,490,292
Earnings per share (basic & diluted) Rs. (Face value of Shares Rs. 10)		70.76	247.14

The above provisional unaudited condensed interim statement of profit and loss should be read in conjunction with the accompanying notes

For and on behalf of board of directors of
Bangla Entertainment Private Limited
(CIN: U92199MH2007PTC270854)

NARINDER PAL SINGH
Digitally signed by
NARINDER PAL SINGH
Date: 2022.09.01 17:50:58
+05'30'

N P Singh
Director
DIN: 03335912

ASHOK NAMBISSAN
Digitally signed by
ASHOK NAMBISSAN
Date: 2022.09.01
17:49:49 +05'30'

Ashok Nambissan
Director
DIN: 00288695

Place: Mumbai
Date : September 01, 2022



Bangla Entertainment Private Limited

Notes to Provisional Unaudited Condensed Interim Financial Statements for the three months period ended June 30, 2022

	As at June 30, 2022 Rs	As at March 31, 2022 Rs
1 Share Capital		
Authorised capital		
5,000,000 (Previous Year 5,000,000) Equity Shares of Rs. 10 each	50,000,000	50,000,000
	50,000,000	50,000,000
Issued, subscribed and paid up capital		
1,806,640 (Previous Year 1,806,640) Equity Shares of Rs. 10 each fully paid up	18,066,400	18,066,400
	18,066,400	18,066,400
2 Reserves and Surplus		
Securities Premium	681,910,588	681,910,588
Surplus/ (Deficit) in Special Purpose Condensed Interim Statement of Profit and Loss:		
Balance at the beginning of the year	1,354,442,437	907,952,144
Add: As per annexed Special Purpose Condensed Interim Statement of Profit and Loss	127,834,853	446,490,292
Balance at the end of the period/year	1,482,277,290	1,354,442,436
Total	2,164,187,878	2,036,353,024
3 Other Long Term Liabilities		
Security Deposits from Customers	147,500	147,500
	147,500	147,500
4 Long Term Provisions		
Provisions For Employee Benefit		
- Provision for Gratuity	2,718,873	2,633,174
- Provision for Compensated Absence	463,926	393,033
	3,182,799	3,026,207
5 Other Current Liabilities		
Advances from Customers	1,336,447	693,986
Statutory Dues	8,583,258	4,141,340
Deferred Income	5,009,647	1,168,323
Employee Related Liability	330,097	1,320,000
	15,259,449	7,323,649
6 Short Term Provisions		
Provisions For Employee Benefit		
- Provision for Gratuity	707,526	685,225
- Provision for Compensated Absence	125,039	105,932
	832,565	791,157



Bangla Entertainment Private Limited

Notes to Provisional Unaudited Condensed Interim Financial Statements for the three months period ended June 30, 2022

	As at June 30, 2022 Rs	As at March 31, 2022 Rs
7 Long Term Loans and Advances (Unsecured, Considered Good)		
Prepaid Expenses	368,500	423,957
Security Deposits	4,994,644	4,994,644
Advance Tax (Net of Provision for Tax)	-	7,539,792
	<u>5,363,144</u>	<u>12,958,393</u>
8 Inventories		
Film Rights	5,106,619	5,411,685
Programs	41,770,392	41,555,661
	<u>46,877,011</u>	<u>46,967,346</u>
9 Trade Receivables (Unsecured and considered good, unless otherwise stated)		
Trade receivables	1,284,343,989	1,178,812,469
Less: Loss allowance for doubtful debt	(432,259)	(459,690)
	<u>1,283,911,730</u>	<u>1,178,352,779</u>
10 Cash and Bank Balances		
Cash and Cash equivalents		
Cash in Hand	15,741	16,391
Balance with Banks		
- In Current Accounts	26,586,834	26,987,928
- In Fixed Deposits	849,800,000	800,000,000
	<u>876,402,575</u>	<u>827,004,319</u>
11 Short Term Loans and Advances (Unsecured and considered good, unless otherwise stated)		
Prepaid Expenses	13,860,504	14,545,208
Balances with Government Authorities	1,119,200	2,642,048
	<u>14,979,704</u>	<u>17,187,256</u>
12 Other Current Assets		
Accrued Income	32,140,036	5,909,419
Advance to Suppliers	2,018,655	-
	<u>34,158,691</u>	<u>5,909,419</u>

Bangla Entertainment Private Limited

Notes to Provisional Unaudited Condensed Interim Financial Statements for the three months period ended June 30, 2022

	Three months period ended June 30, 2022 Rs.	Year ended March 31, 2022 Rs.
13 Revenue from Operations		
Advertisement Sales	103,896,423	425,816,247
Subscription Income	86,271,429	215,628,919
Digital and Licensing Income	17,193,981	113,309,713
	207,361,833	754,754,879
14 Other Income		
Interest Income on Bank Deposits	6,150,542	15,076,184
Write back of Provision for Doubtful debts	27,431	-
	6,177,973	15,076,184
15 Direct Costs		
Cost of Program and Film Rights	8,674,915	33,919,443
Broadcasting Expenses	3,385,461	14,602,045
	12,060,376	48,521,488
16 Employee Benefit Expenses		
Salaries and Incentives	3,786,062	11,528,621
Gratuity & Compensated Absence	198,000	707,263
Staff Welfare	394,345	1,090,251
	4,378,407	13,326,135
17 Other Expenses		
Rent	1,883,544	7,534,176
Repairs and Maintenance-others	149,842	208,372
Travelling Expenses	261,195	426,043
Rates and Taxes	4,265	9,646
Professional and Consultancy charges	688,000	3,519,917
Service Fee	11,049,945	43,789,754
Bad Debts written off during the period/ year	1,850	4,065
Provision for Doubtful Debts	-	425,681
Exchange Loss (Net)	-	47,904
Loss on Sale/ Write off of Assets (Net)	5,040	22,539
Market Research	852,570	3,648,237
Advertisement and Sales Promotion	4,640,825	10,195,442
Rebates and Dealer Incentive	5,942,613	22,717,670
Corporate Social Responsibility Expenditure	-	9,292,891
Miscellaneous Expenses	661,445	4,038,719
	26,141,134	105,881,056



Annexure - 5

Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
Provisional Unaudited Condensed Consolidated Interim Balance Sheet as at June 30, 2022
(All amounts are in INR million, except as stated)

	Notes	As at June 30, 2022	As at March 31, 2022
ASSETS			
1. Non-current assets			
(a) Property, plant and equipment		727.82	765.42
(b) Right of use assets		974.44	1,114.67
(c) Capital work-in-progress		364.44	306.13
(d) Goodwill		15,217.72	15,183.48
(e) Other intangible assets		3,736.04	3,918.03
(f) Financial assets			
(i) Other non-current financial assets	1	120.46	119.06
(g) Non-current tax assets (net)		5,080.52	5,069.65
(h) Other non-current assets	2	1,263.86	1,253.79
Total non-current assets		27,485.30	27,730.23
2. Current assets			
(a) Inventories	3	22,253.41	21,304.82
(b) Financial assets			
(i) Trade receivables	4	11,929.20	10,299.90
(ii) Cash and cash equivalents	5	25,733.11	29,126.42
(iii) Other current financial assets	6	3,469.55	2,801.61
(c) Other current assets	7	7,627.64	6,353.72
Total current assets		71,012.91	69,886.47
TOTAL ASSETS		98,498.21	97,616.70
EQUITY & LIABILITIES			
1. Equity			
(a) Equity share capital	8	118.84	118.84
(b) Other Equity	9	74,058.54	72,122.36
Equity attributable to owners of Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)		74,177.38	72,241.20
Non-controlling interests		(17.23)	(38.26)
Total equity		74,160.15	72,202.94
2. Non-current liabilities			
(a) Financial liabilities			
(i) Lease liabilities		481.65	597.04
(b) Deferred tax liabilities (net)		2,301.32	2,361.82
(c) Employee benefit obligation	10(a)	612.92	588.59
(d) Non-current tax liabilities (net)		3,737.25	3,379.32
(e) Other non-current liabilities	11	87.81	87.84
Total non-current liabilities		7,220.95	7,014.61
3. Current liabilities			
(a) Financial liabilities			
(i) Lease liabilities		555.34	550.19
(ii) Trade payables	12	11,620.76	11,992.66
(iii) Other current financial liabilities	13	1,126.59	833.00
(b) Other current liabilities	14	3,714.83	4,925.70
(c) Employee benefit obligation	10(b)	99.59	97.60
Total current liabilities		17,117.11	18,399.15
TOTAL EQUITY & LIABILITIES		98,498.21	97,616.70

The above provisional unaudited condensed consolidated interim balance sheet should be read in conjunction with the accompanying notes

For and on behalf of board of directors of
Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
CIN: U92100MH1995PTC111487

NARINDER PAL SINGH
Digitally signed by NARINDER PAL SINGH
Date: 2022.09.01 17:41:47 +05'30'

N P Singh
Managing Director and Chief Executive Officer
DIN: 03335912

ASHOK NAMBISSAN
Digitally signed by ASHOK NAMBISSAN
Date: 2022.09.01 17:30:36 +05'30'

Ashok Nambissan
Whole-time Director
DIN: 00288695

Place: Mumbai
Date : September 01, 2022



Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
Provisional Unaudited Condensed Consolidated Interim Statement of Profit and Loss for the three months period ended June 30, 2022
(All amounts are in INR million, except as stated)

	Notes	Three months period ended June 30, 2022	Year ended March 31, 2022
Income			
Revenue from operations	15	14,300.55	67,463.01
Other income	16	287.81	1,212.23
Total income		14,588.36	68,675.24
Expenses			
Direct costs	17	8,223.97	37,467.29
Employee benefits expenses	18	1,507.38	6,246.11
Depreciation and amortisation expense		503.96	2,099.59
Finance costs	19	42.01	204.88
Advertisement and sales promotion expense		1,171.58	8,004.26
Other expenses	20	664.51	1,924.06
Total expenses		12,113.41	55,946.19
Profit before tax		2,474.95	12,729.05
Tax expenses			
Current tax		666.55	3,244.38
Deferred tax		(66.40)	109.21
Total Tax expenses		600.15	3,353.59
Profit for the period/ year		1,874.80	9,375.46
Other comprehensive income (OCI)			
(a) Items that may be reclassified to statement of profit or loss			
(i) Remeasurements loss on defined benefit plans		20.85	75.22
(ii) Income tax effect on above		(5.25)	(18.79)
(b) Items that may be reclassified to statement of profit or loss			
Exchange differences on translation of foreign operations		66.81	77.93
Other comprehensive income for the period/ year		66.81	134.36
Total comprehensive income for the period/ year		1,957.21	9,509.82
Profit attributable to:			
Owners of Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)		1,853.77	9,328.40
Non controlling interest		21.03	47.06
Other comprehensive income attributable to:			
Owners of Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)		82.41	134.36
Non controlling interest		-	-
Total comprehensive income attributable to:			
Owners of Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)		1,936.18	9,462.76
Non controlling interest		21.03	47.06
Earnings per equity share (in INR)			
(1) Basic		155.99	784.98
(2) Diluted		155.99	784.98

The above provisional unaudited condensed consolidated interim statement of profit and loss should be read in conjunction with the accompanying notes

For and on behalf of board of directors of
Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
CIN: U92100MH1995PTC111487

NARINDER
PAL SINGH
N P Singh
 Managing Director and Chief Executive Officer
 DIN: 03335912

Place: Mumbai
 Date : September 01, 2022

ASHOK
NAMBISSAN
Ashok Nambissan
 Whole-time Director
 DIN: 00288695

Digitally signed by ASHOK
 NAMBISSAN
 Date: 2022.09.01 17:30:14
 +05'30'



Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
 Provisional Unaudited Condensed Consolidated Interim Statement of Changes in Equity for the three months period ended June 30, 2022
 (All amounts are in INR million, except as stated)

A. Equity Share Capital

Particulars	Balance at March 31, 2021	Changes in equity share capital during the year	Balance at March 31, 2022	Changes in equity share capital during the period	Balance at June 30, 2022
Equity Shares of Rs. 10 each issued, subscribed and fully paid	118.84	-	118.84	-	118.84

B Other equity for the year ended March 31, 2022

	Reserves & surplus			Other reserves	Non-controlling interests (NCI)	Total
	Capital reserve	Securities premium	Retained earnings	(Items of OCI) Foreign currency translation reserve		
Balance at April 1, 2021	233.38	30,986.48	31,208.76	230.98	(85.32)	62,574.28
Profit for the year	-	-	9,328.40	-	47.06	9,375.46
Other comprehensive income	-	-	56.43	77.93	-	134.36
Total comprehensive income for the year	-	-	9,384.83	77.93	47.06	9,509.82
Balance at March 31, 2022	233.38	30,986.48	40,593.59	308.91	(38.26)	72,084.10

Other equity for the three months period ended June 30, 2022

	Reserves & surplus			Other reserves	Non-controlling interests (NCI)	Total
	Capital reserve	Securities premium	Retained earnings	(Items of OCI) Foreign currency translation reserve		
Balance at April 1, 2022	233.38	30,986.48	40,593.59	308.91	(38.26)	72,084.10
Profit for the period	-	-	1,853.77	-	21.03	1,874.80
Other comprehensive income	-	-	15.60	66.81	-	82.41
Total comprehensive income for the period	-	-	1,869.37	66.81	21.03	1,957.21
Balance at June 30, 2022	233.38	30,986.48	42,462.96	375.72	(17.23)	74,041.31

The above provisional unaudited condensed consolidated interim statement of changes in equity should be read in conjunction with the accompanying notes

For and on behalf of board of directors of
 Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
 CIN: U92100MH1995PTC111487

NARINDER PAL SINGH
 Digitally signed by NARINDER PAL SINGH
 Date: 2022.09.01 17:42:37 +05'30'
N P Singh
 Managing Director and Chief Executive Officer
 DIN: 03335912

ASHOK NAMBISSAN
 Digitally signed by ASHOK NAMBISSAN
 Date: 2022.06.01 17:29:41 +05'30'
Ashok Nambissan
 Whole-time Director
 DIN: 00288695

Place: Mumbai
 Date : September 01, 2022



Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
Notes to Provisional Unaudited Condensed Consolidated Interim Financial Statements for the three months period ended June 30, 2022

(All amounts are in INR million, except as stated)

NOTE 1

OTHER NON-CURRENT FINANCIAL ASSETS

	As at June 30, 2022	As at March 31, 2022
Security deposits (unsecured)		
Considered good	120.91	119.51
Less : Loss allowance for doubtful security deposits	(0.45)	(0.45)
TOTAL	120.46	119.06

NOTE 2

OTHER NON-CURRENT ASSETS

	As at June 30, 2022	As at March 31, 2022
Prepaid expenses	1,159.04	1,074.54
Capital advances	0.19	69.01
Balance with government authorities	104.63	110.24
TOTAL	1,263.86	1,253.79

NOTE 3

INVENTORIES

	As at June 30, 2022	As at March 31, 2022
Program	6,435.60	6,102.19
Events	340.64	324.08
Film rights (acquired)	14,196.81	13,684.12
Sports rights	570.82	649.20
Music rights	709.54	545.23
TOTAL	22,253.41	21,304.82

NOTE 4

TRADE RECEIVABLES

	As at June 30, 2022	As at March 31, 2022
Unsecured		
Trade receivables	13,617.15	11,982.42
Less : Loss allowance for doubtful debts	(1,687.95)	(1,682.52)
TOTAL	11,929.20	10,299.90

NOTE 5

CASH AND CASH EQUIVALENTS

	As at June 30, 2022	As at March 31, 2022
Cash & cash equivalents		
Cash in hand	0.48	0.47
Cheques on hand	131.98	-
Balance with banks		
- In current accounts	3,630.65	3,515.95
- Demand deposits (less than 3 months maturity)	21,970.00	25,610.00
TOTAL	25,733.11	29,126.42

NOTE 6

OTHER CURRENT FINANCIAL ASSETS

	As at June 30, 2022	As at March 31, 2022
(Unsecured, considered good, unless otherwise stated)		
Unbilled revenue	3,326.26	2,778.49
Advances recoverable other than Capital advances	143.29	23.12
TOTAL	3,469.55	2,801.61

NOTE 7

OTHER CURRENT ASSETS

	As at June 30, 2022	As at March 31, 2022
Staff advances	1.69	0.83
Advances to suppliers	3,265.08	3,098.66
Prepaid expenses	2,907.80	1,931.06
Balance with government authorities	1,453.07	1,323.17
TOTAL	7,627.64	6,353.72

Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
Notes to Provisional Unaudited Condensed Consolidated Interim Financial Statements for the three months period ended June 30, 2022

(All amounts are in INR million, except as stated)

NOTE 8

EQUITY SHARE CAPITAL

	As at June 30, 2022	As at March 31, 2022
Authorised		
85,100,000 Equity Shares of Rs. 10 each	851.00	851.00
Issued, subscribed and paid up		
11,883,660 equity shares of Rs. 10 each fully paid up	118.84	118.84
TOTAL	118.84	118.84

Sony Corporation (the ultimate holding company) beneficially own 100% of the shares of the Company through its wholly owned subsidiaries

NOTE 9

OTHER EQUITY

(a) Reserves and Surplus

	As at June 30, 2022	As at March 31, 2022
Securities premium (Refer note A)	30,986.48	30,986.48
Capital reserve (Refer note B)	233.38	233.38
Retained earnings (Refer note C)	42,462.82	40,593.59
TOTAL	73,682.68	71,813.45

(b) Other Reserves

	As at June 30, 2022	As at March 31, 2022
Foreign currency translation reserve (Refer note D)	375.72	308.91
TOTAL	375.72	308.91

A. Securities premium

	As at June 30, 2022	As at March 31, 2022
Balance at the beginning of the year	30,986.48	30,986.48
Add: addition during the period/ year	-	-
Balance at the end of the period/ year	30,986.48	30,986.48

B. Capital reserve

	As at June 30, 2022	As at March 31, 2022
Balance at the beginning of the year	233.38	233.38
Add: addition during the period/ year	-	-
Balance at the end of the period/ year	233.38	233.38

C. Retained earnings

	As at June 30, 2022	As at March 31, 2022
Balance at the beginning of the year	40,593.59	31,208.76
Add: Profit for the period/ year	1,853.77	9,328.40
Items of other comprehensive income recognised directly in retained earnings		
Remeasurement of post-employment benefit liability, net of tax	15.60	56.43
Balance at the end of the year	42,462.96	40,593.59

D. Foreign currency translation reserve

	As at June 30, 2022	As at March 31, 2022
Balance at the beginning of the year	308.91	230.98
Currency translation differences for the period/ year	66.81	77.93
Balance at the end of the period/ year	375.72	308.91



Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)

Notes to Provisional Unaudited Condensed Consolidated Interim Financial Statements for the three months period ended June 30, 2022

(All amounts are in INR million, except as stated)

NOTE 10 (a)

EMPLOYEE BENEFIT OBLIGATION - NON CURRENT

	As at June 30, 2022	As at March 31, 2022
Provision for gratuity	459.82	434.93
Provision for compensated absences	153.10	153.66
TOTAL	612.92	588.59

NOTE 10 (b)

EMPLOYEE BENEFIT OBLIGATION - CURRENT

	As at June 30, 2022	As at March 31, 2022
Provision for gratuity	40.41	56.61
Provision for compensated absences	59.18	40.99
TOTAL	99.59	97.60

NOTE 11

OTHER NON-CURRENT LIABILITIES

	As at June 30, 2022	As at March 31, 2022
Security deposits received	87.81	87.84
TOTAL	87.81	87.84

NOTE 12

TRADE PAYABLES - CURRENT

	As at June 30, 2022	As at March 31, 2022
Trade payables	11,620.76	11,992.66
TOTAL	11,620.76	11,992.66

NOTE 13

OTHER CURRENT FINANCIAL LIABILITIES

	As at June 30, 2022	As at March 31, 2022
Agency incentives payable	1,126.59	833.00
TOTAL	1,126.59	833.00

NOTE 14

OTHER CURRENT LIABILITIES

	As at June 30, 2022	As at March 31, 2022
Statutory dues payable	394.92	370.74
Employee related liabilities	526.24	2,307.40
Income received in advance	2,110.81	1,743.84
Advances from customer	682.86	503.72
TOTAL	3,714.83	4,925.70

Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
Notes to Provisional Unaudited Condensed Consolidated Interim Financial Statements for the three months period ended June 30, 2022

(All amounts are in INR million, except as stated)

NOTE 15

REVENUE FROM OPERATIONS

	Three months period ended June 30, 2022	Year ended March 31, 2022
Advertisements income	5,944.33	34,084.92
Subscription income	6,995.79	27,047.13
Licensing income	1,312.95	6,166.75
Distribution and licensing of movies	39.08	102.00
Sales of programs	8.40	62.21
TOTAL	14,300.55	67,463.01

NOTE 16

OTHER INCOME

	Three months period ended June 30, 2022	Year ended March 31, 2022
Interest Income	195.11	653.37
Interest on Income Tax Refund	-	56.72
Sundry balances & deposits written back	14.02	192.07
Insurance claim recovery	26.90	90.00
Miscellaneous income	51.78	220.07
TOTAL	287.81	1,212.23

NOTE 17

DIRECT COSTS

	Three months period ended June 30, 2022	Year ended March 31, 2022
Cost of Programs, Films & other rights	7,590.28	34,969.49
Broadcast Cost	343.91	1,347.69
Channel Placement Charges	32.77	283.00
Subscription Payout	86.20	242.78
Tapes Consumed (Indigenous)	0.94	3.27
Other direct costs	169.87	621.06
TOTAL	8,223.97	37,467.29

NOTE 18

EMPLOYEE BENEFIT EXPENSES

	Three months period ended June 30, 2022	Year ended March 31, 2022
Salaries, wages and bonus	1,326.68	5,803.30
Contribution to Provident and other fund	73.09	159.29
Gratuity	30.17	80.91
Staff welfare	77.44	202.61
TOTAL	1,507.38	6,246.11

NOTE 19

FINANCE COST

	Three months period ended June 30, 2022	Year ended March 31, 2022
Interest expense	10.78	32.90
Interest on leases	12.78	66.63
Interest on Income Tax	18.45	105.35
TOTAL	42.01	204.88



Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
Notes to Provisional Unaudited Condensed Consolidated Interim Financial Statements for the three months period ended June 30, 2022

(All amounts are in INR million, except as stated)

NOTE 20

OTHER EXPENSES

	Three months period ended June 30, 2022	Year ended March 31, 2022
Power and Fuel	13.92	41.07
Rent	13.14	23.62
Repairs and maintenance		
- Buildings	3.56	27.02
- Others	49.28	219.78
Insurance	26.29	323.08
Travelling and conveyance	29.16	33.39
Rates and taxes	1.69	17.92
Legal and professional charges	298.79	970.74
Expenditure towards Corporate Social Responsibility (CSR) activities	17.69	193.63
Bad debts/ sundry balances written off	0.54	751.95
Less: Bad debts written off from provision for doubtful debts	(0.54)	(751.95)
	-	-
Provision for doubtful debts (Net)	(9.33)	(775.75)
Loss on sale/ write off of assets (Net)	0.70	7.92
Foreign exchange loss (Net)	35.86	70.38
Miscellaneous expenses	183.76	771.26
TOTAL	664.51	1,924.06

Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
Provisional Unaudited Condensed Standalone Interim Balance sheet as at June 30, 2022
(All amounts are in INR million, except as stated)

	Notes	As at June 30, 2022	As at March 31, 2022
ASSETS			
1. Non current assets			
(a) Property, plant and equipment		727.69	765.26
(b) Right of use assets		974.44	1,114.67
(c) Capital work in progress		361.59	303.28
(d) Goodwill		13,982.16	13,982.16
(e) Other intangible assets		3,735.99	3,917.97
(f) Financial assets			
(i) Investments	1	2,925.46	2,925.46
(ii) Other non current financial assets	2	120.43	119.03
(g) Non-current tax assets (net)		4,972.34	4,977.59
(h) Other non-current assets	3	1,261.69	1,245.24
Total non current assets		29,061.79	29,350.66
2. Current assets			
(a) Inventories	4	22,158.58	21,215.59
(b) Financial assets			
(i) Trade receivables	5	11,648.08	10,121.80
(ii) Cash and cash equivalents	6	24,602.64	28,015.16
(iii) Other current financial assets	7	3,260.00	2,602.35
(c) Other current assets	8	7,556.76	6,279.92
Total current assets (1+2)		69,226.06	68,234.82
TOTAL ASSETS		98,287.85	97,585.48
EQUITY & LIABILITIES			
1. Equity			
(a) Equity share capital	9	118.84	118.84
(b) Other equity	10	73,402.37	71,692.30
Total equity		73,521.21	71,811.14
2. Non - current liabilities			
(a) Financial liabilities			
(i) Lease liabilities		481.65	597.04
(b) Deferred tax liabilities (net)		2,351.98	2,413.20
(c) Employee benefit obligation	11(a)	605.59	582.48
(d) Non-current tax liabilities (net)		3,699.69	3,349.23
(e) Other non-current liabilities	12	87.81	87.84
Total non current liabilities		7,226.72	7,029.79
3. Current liabilities			
(a) Financial liabilities			
(i) Lease liabilities		555.34	550.19
(ii) Trade payables	13	12,061.88	12,361.04
(iii) Other current financial liabilities	14	1,125.93	832.43
(b) Other current liabilities	15	3,697.18	4,904.17
(c) Employee benefit obligation	11(b)	99.59	96.72
Total current liabilities		17,539.92	18,744.55
TOTAL EQUITY & LIABILITIES (1+2+3)		98,287.85	97,585.48

The above provisional unaudited condensed interim balance sheet should be read in conjunction with the accompanying notes

For and on behalf of board of directors of
Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
(CIN: U92100MH1995PTC111487)

NARINDER PAL SINGH
Digitally signed by
NARINDER PAL SINGH
Date: 2022.09.01 17:44:14
+05'30'

N P Singh
Managing Director and Chief Executive Officer
DIN: 03335912

ASHOK NAMBISSAN
Digitally signed by ASHOK NAMBISSAN
Date: 2022.09.01 17:44:14
+05'30'

Ashok Nambissan
Whole-time Director
DIN: 00288695

Place: Mumbai
Date : September 01, 2022



Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
Provisional Unaudited Condensed Standalone Interim Statement of profit and loss for the three months period ended June 30, 2022
 (All amounts are in INR million, except as stated)

	Note	Three months Period Ended June 30, 2022	For the year Ended March 31, 2022
Income			
Revenue from operations	16	14,051.59	66,489.63
Other income	17	295.69	1,217.08
Total income		14,347.28	67,706.71
Expenses			
Direct costs	18	8,278.84	37,510.14
Employee benefits expense	19	1,433.49	5,963.10
Depreciation and amortisation expense		503.92	2,008.25
Finance costs	20	42.01	203.22
Advertisement and sales promotion expense		1,157.17	7,923.12
Other expenses	21	654.04	1,846.60
Total expenses		12,069.47	55,454.43
Profit before tax		2,277.81	12,252.28
Income tax expense			
Current tax		650.00	3,183.63
Deferred tax expense / (credit)		(66.66)	34.62
Total tax expense		583.34	3,218.25
Profit for the period/ year		1,694.47	9,034.03
Other Comprehensive Income (OCI)			
(a) Items that will not be reclassified to Statement of profit or loss			
(i) Remeasurements loss on defined benefit plans		20.85	74.62
(ii) Income tax effect on above		(5.25)	(18.79)
Other Comprehensive Income for the period/ year		15.60	55.83
Total Comprehensive Income for the period/ year		1,710.07	9,089.86
Earnings per equity share (in Rs.)			
(1) Basic		142.59	760.21
(2) Diluted		142.59	760.21

The above provisional unaudited condensed interim statement of profit and loss should be read in conjunction with the accompanying notes

For and on behalf of board of directors of
Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
(CIN: U92100MH1995PTC111487)

NARINDER PAL SINGH
 Digitally signed by
 NARINDER PAL SINGH
 Date: 2022.09.01
 17:44:42 +05'30'

N P Singh
 Managing Director and Chief Executive Officer
 DIN: 03335912

ASHOK NAMBISSAN
 Digitally signed by
 ASHOK NAMBISSAN
 Date: 2022.09.01
 17:46:27 +05'30'

Ashok Nambissan
 Whole-time Director
 DIN: 00288695

Place: Mumbai
Date : September 01, 2022



Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
Provisional Unaudited Condensed Standalone Interim Statement of Changes in Equity for the three months ended June 30, 2022
 (All amounts are in INR million, except as stated)

A. Equity share capital

Particulars	Balance at March 31, 2021	Changes in equity share capital during the year	Balance at March 31, 2022	Changes in equity share capital during the period	Balance at June 30, 2022
Equity Shares of Rs. 10 each issued, subscribed and fully paid	118.84	-	118.84	-	118.84

B. Other Equity for the year ended March 31, 2022

	Reserves & surplus			Total
	Capital reserve	Securities premium	Retained earnings	
Balance at April 1, 2021	233.38	30,986.48	31,382.58	62,602.44
Profit for the year	-	-	9,034.03	9,034.03
Other comprehensive income	-	-	55.83	55.83
Total comprehensive income for the year	-	-	9,089.86	9,089.86
Balance at March 31, 2022	233.38	30,986.48	40,472.44	71,692.30

Other Equity for the three months period ended June 30, 2022

	Reserves & surplus			Total
	Capital reserve	Securities premium	Retained earnings	
Balance at April 1, 2022	233.38	30,986.48	40,472.44	71,692.30
Profit for the period	-	-	1,694.47	1,694.47
Other comprehensive income	-	-	15.60	15.60
Total comprehensive income for the period	-	-	1,710.07	1,710.07
Balance at June 30, 2022	233.38	30,986.48	42,182.51	73,402.37

The above provisional unaudited condensed interim statement of changes in equity should be read in conjunction with the accompanying notes

For and on behalf of board of directors of

Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
(CIN: U92100MH1995PTC111487)

NARINDER PAL SINGH
Digitally signed by NARINDER PAL SINGH
 Date: 2022.09.01 17:45:04 +05'30'

N P Singh
 Managing Director and Chief Executive Officer
 DIN: 03335912

ASHOK NAMBISSAN
Digitally signed by ASHOK NAMBISSAN
 Date: 2022.09.01 17:45:54 +05'30'

Ashok Nambissan
 Whole-time Director
 DIN: 00288695

Place: Mumbai
Date : September 01, 2022



Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)

Notes to Provisional Unaudited Condensed Standalone Interim Financial Statements for the three months period ended June 30, 2022

(All amounts are in INR million, except as stated)

NOTE 1

NON CURRENT INVESTMENTS

Investment in Equity Instruments (Unquoted, long term, at cost)

Subsidiary

433,513,458 (As at March 31, 2022 - 433,513,458) Equity Shares with no par value in MSM

Satellite (Singapore) Pte. Ltd.

23,810,453 (As at March 31, 2022 - 23,810,453) Equity Shares of Rs. 10 each fully paid in MSM-

Worldwide Factual Media Private Limited

	As at June 30, 2022	As at March 31, 2022
	1,869.27	1,869.27
	238.10	238.10
	2,107.37	2,107.37

Investment in Preference Shares (Unquoted, long term, at cost)

8,180,900 (As at March 31, 2022 - 8,180,900) Compulsorily Convertible Preference Shares

@0.0001% of MSM-Worldwide Factual Media Private Limited

	818.09	818.09
	818.09	818.09

TOTAL

	2,925.46	2,925.46
--	-----------------	-----------------

NOTE 2

OTHER NON CURRENT FINANCIAL ASSETS

Security deposits (unsecured)

Considered good

Less : Loss allowance for doubtful security deposits

TOTAL

	As at June 30, 2022	As at March 31, 2022
	120.88	119.48
	(0.45)	(0.45)
	120.43	119.03

NOTE 3

OTHER NON CURRENT ASSETS

Capital advances

Prepaid expenses

Balance with Government Authorities

TOTAL

	As at June 30, 2022	As at March 31, 2022
	0.19	69.01
	1,159.04	1,073.77
	102.46	102.46
	1,261.69	1,245.24

NOTE 4

INVENTORIES

Program

Events

Film rights (acquired)

Sports rights

Music rights

TOTAL

	As at June 30, 2022	As at March 31, 2022
	6,335.36	6,006.53
	340.64	324.08
	14,202.22	13,690.55
	570.82	649.20
	709.54	545.23
	22,158.58	21,215.59

NOTE 5

TRADE RECEIVABLES

Unsecured

Trade receivables

Receivables from related parties

Less: Loss allowance for doubtful debt

TOTAL

	As at June 30, 2022	As at March 31, 2022
	13,090.63	11,509.37
	141.54	149.12
	(1,584.09)	(1,536.69)
	11,648.08	10,121.80

NOTE 6

CASH AND CASH EQUIVALENTS

Cash in hand

Cheques on hand

Balance with banks

- In Current accounts

- Demand deposits

TOTAL

	As at June 30, 2022	As at March 31, 2022
	0.47	0.46
	131.98	-
	2,530.19	2,424.70
	21,940.00	25,590.00
	24,602.64	28,015.16

Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)

Notes to Provisional Unaudited Condensed Standalone Interim Financial Statements for the three months period ended June 30, 2022

(All amounts are in INR million, except as stated)

NOTE 7

OTHER CURRENT FINANCIAL ASSETS

	As at June 30, 2022	As at March 31, 2022
Unbilled revenue	3,116.71	2,579.23
Advances recoverable other than capital advances	122.44	20.44
Dues from related party	20.85	2.68
TOTAL	3,260.00	2,602.35

NOTE 8

OTHER CURRENT ASSETS

	As at June 30, 2022	As at March 31, 2022
Staff advances	1.69	0.83
Advances to suppliers	3,262.72	3,098.28
Prepaid expenses	2,847.76	1,854.21
Balance with Government Authorities	1,444.59	1,326.60
TOTAL	7,556.76	6,279.92

NOTE 9

EQUITY SHARE CAPITAL

	As at June 30, 2022	As at March 31, 2022
Authorised		
85,100,000 (As at March 31, 2022 - 85,100,000) Equity Shares of Rs. 10 each	851.00	851.00
Issued		
11,883,660 (As at March 31, 2022 - 11,883,660) Equity Shares of Rs. 10 each fully paid up	118.84	118.84
TOTAL	118.84	118.84

(i) Sony Corporation (the ultimate holding company) beneficially own 100% of the shares of the Company through its wholly owned subsidiaries.

OTHER EQUITY

NOTE 10

RESERVES AND SURPLUS

	As at June 30, 2022	As at March 31, 2022
Securities premium (Refer Note A)	30,986.48	30,986.48
Capital reserve (Refer Note B)	233.38	233.38
Retained earnings (Refer Note C)	42,182.51	40,472.44
TOTAL	73,402.37	71,692.30

A. Securities premium

	As at June 30, 2022	As at March 31, 2022
Opening balance	30,986.48	30,986.48
Add: addition during the period/ year	-	-
Closing balance	30,986.48	30,986.48

Securities premium is created to record the premium on issue of shares. The reserve is utilised in accordance with the provisions of the Companies Act, 2013.

B. Capital reserve

	As at June 30, 2022	As at March 31, 2022
Opening balance	233.38	233.38
Add: addition during the period/ year	-	-
Closing balance	233.38	233.38

Capital reserve represents:

(a) Rs. 185.13 million - Excess of net assets taken over pursuant to scheme of Amalgamation of AXN Networks India Private Limited and SPE Networks India Inc. sanctioned by High Court in Financial Year 2015-16

(b) Rs. 48.25 million - Excess of net assets acquired over investment pursuant to schemes of Amalgamation of MSM Discovery Private Limited in Financial Year 17-18

C. Retained Earnings

	As at June 30, 2022	As at March 31, 2022
Opening balance	40,472.44	31,382.58
Add: Profit for the period/ year	1,694.47	9,034.03
Items of other comprehensive income recognised directly in retained earnings		
Remeasurement of post-employment benefit liability, net of tax	15.60	55.83
Closing balance	42,182.51	40,472.44



Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)

Notes to Provisional Unaudited Condensed Standalone Interim Financial Statements for the three months period ended June 30, 2022

(All amounts are in INR million, except as stated)

NOTE 11 (a)

EMPLOYEE BENEFIT OBLIGATIONS - NON CURRENT

	As at June 30, 2022	As at March 31, 2022
- Provision for gratuity	454.40	430.30
- Provision for compensated absences	151.19	152.18
TOTAL	605.59	582.48

NOTE 11 (b)

EMPLOYEE BENEFIT OBLIGATIONS - CURRENT

	As at June 30, 2022	As at March 31, 2022
- Provision for gratuity	59.18	56.04
- Provision for compensated absences	40.41	40.68
TOTAL	99.59	96.72

NOTE 12

OTHER NON CURRENT LIABILITIES

	As at June 30, 2022	As at March 31, 2022
Security deposits received	87.81	87.84
TOTAL	87.81	87.84

NOTE 13

TRADE PAYABLES

	As at June 30, 2022	As at March 31, 2022
Outstanding dues of related parties	2,125.22	1,897.49
Outstanding dues of others	9,936.66	10,463.55
TOTAL	12,061.88	12,361.04

NOTE 14

OTHER CURRENT FINANCIAL LIABILITIES

	As at June 30, 2022	As at March 31, 2022
Agency incentives payable	1,125.93	832.43
TOTAL	1,125.93	832.43

NOTE 15

OTHER CURRENT LIABILITIES

	As at June 30, 2022	As at March 31, 2022
Statutory dues payable	389.92	364.30
Employee related liabilities	520.09	2,298.99
Advances from customers	682.52	503.03
Income received in advance	2,104.65	1,737.85
TOTAL	3,697.18	4,904.17



Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited)
Notes to Provisional Unaudited Condensed Standalone Interim Financial Statements for the three months period ended June 30, 2022
(All amounts are in INR million, except as stated)

NOTE 16

REVENUE FROM OPERATIONS

	Three months period Ended June 30, 2022	For the year Ended March 31, 2022
Advertisements income	5,758.82	33,342.88
Subscription income	6,624.93	25,504.42
Revenue share from distribution and advertising time	272.53	1,298.71
Licensing income	1,347.82	6,179.41
Distribution and licensing of movies	39.09	102.00
Sale of programs	8.40	62.21
TOTAL	14,051.59	66,489.63

NOTE 17

OTHER INCOME

	Three months period Ended June 30, 2022	For the year Ended March 31, 2022
Interest income	194.66	652.59
Interest on Income Tax Refund	-	53.14
Sundry balances & deposits written back	14.02	192.07
Insurance claim recovery	26.90	90.00
Foreign exchange gain (net)	5.53	-
Miscellaneous income	54.58	229.28
TOTAL	295.69	1,217.08

NOTE 18

DIRECT COSTS

	Three months period Ended June 30, 2022	For the year Ended March 31, 2022
Cost of programs, films & other rights	7,568.08	34,921.23
Broadcast cost	241.95	956.90
Channel placement charges	32.77	283.00
Subscription payout	271.64	748.83
Tapes consumed (indigenous)	0.94	3.27
Other direct costs	163.46	596.91
TOTAL	8,278.84	37,510.14

NOTE 19

EMPLOYEE BENEFIT EXPENSES

	Three months period Ended June 30, 2022	For the year Ended March 31, 2022
Salaries, wages and bonus	1,255.93	5,532.58
Contribution to Provident and other fund	71.63	153.35
Gratuity	29.97	79.50
Staff welfare	75.96	197.67
TOTAL	1,433.49	5,963.10

NOTE 20

FINANCE COSTS

	Three months period Ended June 30, 2022	For the year Ended March 31, 2022
Interest expense	10.78	32.90
Interest on leases	12.78	64.97
Interest on income tax	18.45	105.35
TOTAL	42.01	203.22

NOTE 21

OTHER EXPENSES

	Three months period Ended June 30, 2022	For the year Ended March 31, 2022
Power and Fuel	13.92	44.63
Rent	1.58	3.13
Repairs and Maintenance		
- Buildings	3.56	27.02
- Others	48.63	216.26
Insurance	26.61	322.70
Travelling and Conveyance	28.60	31.67
Rates and Taxes	3.43	13.01
Legal and Professional Charges	289.23	930.24
Expenditure towards Corporate Social Responsibility (CSR) activities	17.69	191.37
Bad Debts/ Sundry Balances written off during the period/ year	0.54	736.26
Less: Bad debts written off from provision for doubtful debts	(0.54)	(736.26)
	-	-
Provision for Doubtful Debts/ other receivables (net)	36.10	(705.80)
Loss on Sale/ Write off of Assets (net)	0.70	2.91
Foreign exchange Loss (net)	-	4.47
Miscellaneous Expenses	183.99	764.99
TOTAL	654.04	1,846.60



Strictly Private and Confidential

To,

The Board of Directors
Zee Entertainment Enterprises Limited,
18th Floor, A-Wing, Marathon Futurox,
N.M. Joshi Marg, Lower Panel,
Mumbai - 400 013

GT Valuation Advisors
Private Limited
L-41, Connaught Circus,
Outer Circle,
New Delhi - 110 001
India
T +91 11 4278 7070
F +91 11 4278 7071

Date: 21 December 2021

Sub: Recommendation of Share Entitlement Ratios pursuant to the Scheme of Arrangement between Zee Entertainment Enterprises Limited, Bangla Entertainment Private Limited and Sony Pictures Networks India Private Limited and their Respective Shareholders

Dear Sir / Madam,

We refer to our Engagement Letter dated 10 December 2021 whereby the Board of Directors of Zee Entertainment Enterprises Limited ("ZEEL" or "Transferor Company 1") (referred to as the "Management" or "Board"), have requested GT Valuation Advisors Private Limited ("GTVAPL" or the "Firm") for a valuation report recommending the Share Entitlement Ratios for the proposed amalgamation, involving amalgamation of ZEEL and Bangla Entertainment Private Limited ("BEPL" or "Transferor Company 2") into Sony Pictures Networks India Private Limited ("SPNI" or "Transferee Company") ("Proposed Transaction"), pursuant to a composite Scheme of Arrangement pursuant to provisions of Sections 230 to 232 and other applicable clauses of the Companies Act, 2013 ("Scheme" or "Scheme of Arrangement").

ZEEL, BEPL and SPNI are together referred to as the "Specified Companies".

GTVAPL has been hereafter referred to as 'Valuer' or 'we' in this Share Entitlement Ratio report ("Report").

GTVAPL and RBSA Valuation Advisors LLP ("Second Valuer") jointly referred to as "Valuers".

In the following paragraphs, we have summarized our valuation analysis together with the description of the methodologies used and limitations on our scope of work.

1. CONTEXT AND PURPOSE OF THIS REPORT

1.1 Background of the Companies

1.1.1 Zee Entertainment Enterprises Limited

Founded in 1982 and headquartered in Mumbai, ZEEL, together with its subsidiaries, is engaged in the business of broadcasting of satellite television channels and digital media, sale of media content and movie production and distribution. It broadcasts Hindi and regional entertainment channels, movie channels and other channels. Equity shares of ZEEL are listed on National Stock Exchange of India Limited ("NSE") and BSE Limited ("BSE").

1.1.2 Sony Pictures Networks India Private Limited

SPNI is primarily engaged in the business of broadcasting of satellite television channels and digital media; production and sale of media content. Sony India is an indirect wholly owned subsidiary of Sony Corporation, Japan.

1.1.3 Bangla Entertainment Private Limited

BEPL is in the business of broadcasting of satellite television channels and digital media; production and sale of media content. BEPL is an indirect wholly owned subsidiary of Sony Corporation, Japan, and sister entity of SPNI.



1.2 Proposed Transaction

1.2.1 We understand that the Management of ZEEL is contemplating the Proposed Transaction through the Scheme between ZEEL, BEPL and SPNI and their respective shareholders and creditors, which inter-alia provides for:

- a. sub-division of the share capital of the Transferee Company
- b. issuance and allotment of bonus shares to the shareholders of the Transferee company
- c. issuance and allotment of equity shares by the Transferee Company pursuant to growth capital infusion in the Transferee Company
- d. amalgamation of Transferor Company 1 and Transferor Company 2 into Transferee Company

1.2.2 As a consideration for the Proposed Transaction, equity shareholders of ZEEL and BEPL would be issued equity shares of SPNI. Share Entitlement Ratio for this Report refers to the number of equity shares of face value of INR 1/- each of SPNI, which would be issued to shareholders of ZEEL and BEPL.

1.2.3 For the aforesaid purpose, the Management of ZEEL have appointed GTVAPL, Registered Valuer – Securities and Financial Assets, to submit a report recommending Share Entitlement Ratio for the Proposed Transaction as required under the relevant provisions of the Companies Act, 2013 and SEBI guidelines.

1.2.4 We would like to emphasize that certain terms of the Proposed Transaction are stated in our Report, however, the detailed terms of the Proposed Transaction would be more fully described and explained in the Scheme document to be submitted with the relevant authorities in relation to the Proposed Transaction. Accordingly, the description of the terms and certain other information contained herein is qualified in its entirety by reference to the underlying Scheme document.

1.3 Scope of Work

1.3.1 The scope of our services is to carry out valuation of SPNI, BEPL and ZEEL and recommend an Entitlement / Exchange Ratio for the Proposed Transaction. The proposed entitlement ratio is to be derived after considering the infusion of growth capital by the promoters of SPNI in SPNI.

1.3.2 For the aforesaid purpose, ZEEL has requested GTVAPL to submit an independent report recommending the Share Entitlement Ratio for the proposed amalgamation of SPNI, BEPL and ZEEL for the consideration of the Audit Committee and/ or Board of Directors of ZEEL. This report will be placed before the Audit Committee and the Board of ZEEL, and to the extent mandatorily required under applicable laws of India, maybe produced before judicial, regulatory or government authorities, in connection with the Proposed Transaction.

1.3.3 The scope of our services is to conduct a relative (and not absolute) valuation of the equity shares of the Specified Companies and report on the Share Entitlement Ratio for the proposed amalgamation in accordance with generally accepted professional standards. We have been also instructed by ZEEL to discuss the valuation approach with the Second Valuer and arrive at a consensus on the Share Entitlement / Exchange Ratio.

1.3.4 For the aforesaid purpose, the valuation analysis is carried out by placing reliance on the ICAI Valuation Standards issued by the Institute of Chartered Accountants of India ("ICAI") and as part of valuation process by assigning appropriate weights to the applicable internationally accepted methodologies.

1.3.5 This Report is our deliverable for the above engagement.

1.3.6 This Report is subject to the scope, assumptions, exclusions, limitations and disclaimers detailed hereinafter. As such, the Report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.



2. SOURCE of INFORMATION

2.1. In connection with this exercise, we have used the following information received from the Management and/or gathered from public domain:

2.1.1. With respect to ZEEEL

- a) Shareholding Pattern as on 30 September 2021;
- b) Annual Report of ZEEEL for year ended 31 March 2021;
- c) Management certified Consolidated Financial Statements of ZEEEL for the period ended 30 September 2021;
- d) Financial Projections of ZEEEL from 1 April 2021 to 31 March 2027;
- e) Management view on materialising of contingent liabilities;
- f) Quoted share prices and the traded volumes of the shares of ZEEEL on NSE

2.1.2. With respect SPNI and BEPL

- a) Shareholding Pattern as on 30 September 2021;
- b) Consolidated audited financials of SPNI and BEPL for year ended 31 March 2021;
- c) Management certified Consolidated Financial Statements of SPNI and BEPL for the period ended 30 September 2021;
- d) Details about subdivision of share capital base of SPNI;
- e) Details with respect to bonus shares to be issued to existing shareholders of SPNI;
- f) Details about number of shares proposed to be issued to shareholders of SPNI pursuant of equity infusion in SPNI;
- g) Financial Projections of SPNI and BEPL from 1 April 2021 to 31 March 2027;
- h) Management view on materialising of contingent liabilities;

2.1.3. Other information

- a) Draft Composite Scheme of Arrangement;
- b) International Databases such as Capital IQ, World Wide Web
- c) Correspondence with the Management of Specified Companies including Management Representation Letter.

2.2. During the discussions with the Management of Specified Companies, we have also obtained the explanations, information and representations, which we believed were reasonably necessary and relevant for our exercise. The Management of ZEEEL has been provided with the opportunity to review the draft Report (excluding the recommended Share Entitlement Ratio) as part of our standard practice to make sure that factual inaccuracies / omissions are avoided in our final Report.

2.3. The management has informed us over telephonic calls, representation letter or otherwise that:

- a) There would not be any capital variation in the Specified Companies (except changes in the capital structure outlined in the Scheme) till the proposed amalgamation becomes effective, without the approval of the shareholders and other relevant authorities.
- b) Till the proposed amalgamation becomes effective, neither of the Specified Companies would declare any dividend which are materially different than those declared in the past few years.
- c) There are no unusual / abnormal events in the Specified Companies other than those represented to us by the Management of respective companies till the Report Date materially impacting their operating / financial performance. Further, the Management has informed us that all material information impacting the Specified Companies has been disclosed to us.
- d) There would be no significant variation between the draft Scheme of Arrangement and the final scheme approved and submitted to the relevant authorities.
- e) The Management of Specified Companies has confirmed that the valuation of all the surplus or non-operating assets in the Specified Companies can be considered as per the Management Certified Balance Sheets of the Specified Companies as on 30 September 2021.

2.4. We have taken into consideration market parameters preceding the date of this Report ("Valuation Date" or "Report Date"), in our analysis and made adjustments for information made known to us by the Management till the date of this Report which will have a bearing on the valuation arrived at.



- 2.5. We have relied on the above while arriving at the Share Entitlement Ratio for the Proposed Transaction.
- 2.6. Management has informed us that SPNI and BEPL have appointed RBSA Valuation Advisors LLP for the purpose of arriving at the Share Entitlement Ratio for the Proposed Transaction. We have been instructed by the Management to discuss the valuation approach with the Second Valuer and attempt to arrive at a consensus on the Share Entitlement Ratio. While we have independently carried out the valuation of Companies for recommending the Share Entitlement Ratio, appropriate averaging and rounding off in values have been carried out, to arrive at the consensus on the Share Entitlement Ratio by the Valuers.
- 2.7. Further, we understand from the Management that ICICI Securities Limited and Duff & Phelps India Private Limited have been appointed to provide fairness opinion on the recommended Share Entitlement Ratio for the purpose of aforementioned Proposed Transaction. At the request of the Management, we have had discussions with the Fairness Opinion provider mentioned above on the valuation approach adopted and assumptions made by us.

3. VALUATION PROCEDURES ADOPTED

- 3.1. Procedures used in our analysis included such substantive steps as we considered necessary under the circumstances, including, but not limited to the following:
- 3.1.1. Discussion with the Management to:
- Understand the business and various business segments of the Specified Companies.
 - Enquire about the historical financial performance, current state of affairs of the Specified Companies
 - Enquire about business plans and future performance estimates.
- 3.1.2. Undertook Industry Analysis:
- Research publicly available market data on the Media and Entertainment sector that may impact the valuation.
 - Analysis of key trends and valuation multiples of comparable companies using:
 - Valuer internal transactions database
 - Proprietary databases subscribed by the Valuer
 - Other publicly available information.
- 3.1.3. Analysis of information
- 3.1.4. Selection of appropriate internationally accepted valuation methodology / (ies) after deliberations
- 3.1.5. Determination of relative values of the Specified Companies
- 3.1.6. Arriving at the Share Entitlement Ratio for the Proposed Transaction.

4. SHAREHOLDING PATTERN OF SPECIFIED COMPANIES

- 4.1. ZEEEL
- 4.1.1. The issued and subscribed equity share capital of ZEEEL as on 30 September 2021 was INR 961 million consisting of 960,515,715 equity shares of face value of INR 1 each. The Management has informed us that there would not be any material change in the equity share capital of ZEEEL from 30 September 2021 till the closing of the proposed amalgamation, except to the extent of issue of shares pursuant to the Employee Stock Options (ESOPs) Scheme of the Company, including grants which have already been approved by the Boards of the Company and are subject to the receipt of shareholders' approval.
- 4.1.2. Hence, the total ESOPs outstanding have been considered for the purpose of dilution of equity, taking into account the exercise price of these options as on 30 September 2021. Accordingly, the diluted number of equity shares considered as on the date of this Report is 960,519,420.



4.1.3. The shareholding pattern was as follows:

Sr. No.	Shareholders	Percentage
1.	Promoter and Promoter Group (Connect Business Solutions Limited)	3.99%
2.	Public shareholders	96.01%
	Total	100.0%

*Source: BSE

4.2. SPNI

4.2.1. The issued and subscribed equity share capital of SPNI as on 30 September 2021 was INR 118.8 million consisting of 11,883,660 equity shares of face value of INR 10 each.

4.2.2. Upon the Scheme coming into effect on the Effective Date, and in accordance with Clause 6 of Section V of this Scheme, SPNI shall, without any further act, instrument or deed, sub-divide each Equity Share of the SPNI having a face value of INR 10 (Indian Rupees Ten) into 10 Equity Shares of the SPNI having a face value of INR 1 each. Pursuant to the sub-division of the Equity Shares of the SPNI, the issued, subscribed and paid-up share capital of SPNI shall be as follows:

Issued, Subscribed and Paid-up Share Capital	Amount in INR Million
118,836,600 Equity Shares having a face value of INR 1 each	118.8

4.2.3. Further, the Board of SPNI shall, without any further act, instrument or deed, issue and allot bonus shares by way of a bonus issue to SPNI Shareholder(s) in proportion to their shareholding in SPNI as on the SPNI Share Issuance Record Date as defined in Scheme. Pursuant to the sub-division of equity shares and issue of bonus shares, the issued, subscribed and paid-up share capital of SPNI shall be as follows:

Issued, Subscribed and Paid-up Share Capital	Amount in INR Million
594,183,000 Equity Shares having a face value of INR 1 each	594.2

4.2.4. Further as per the extant clause of the Scheme, the Board of SPNI shall, without any further act, instrument or deed, but subject to receipt of subscription amount of INR 80,500 million, issue and allot subscription of 301,895,667 shares by way of a rights issue to the SPNI shareholders at a share price of INR 300 per share in proportion to their shareholding in SPNI as on the SPNI Share Issuance Record Date.

4.2.5. Pursuant to the sub-division of equity shares, issuance of bonus shares and issuance of subscription shares to SPNI shareholders as per the Scheme, the issued, subscribed and paid-up share capital of the Transferee Company shall be as follows:

Issued, Subscribed and Paid-up Share Capital	Amount in INR Million
895,849,667 Equity Shares having a face value of INR 1 each	895.8

4.2.6. The shareholding pattern of SPNI is as follows:

Sr. No.	Shareholders	Percentage
1.	Promoter and Promoter Group	100%
	Total	100.0%

*Source: Management of SPNI

4.3. BEPL

4.3.1. The issued and subscribed equity share capital of BEPL as on 30 September 2021 was INR 18.1 million consisting of 1,806,640 equity shares of face value of INR 10 each.



4.3.2. The shareholding pattern of BEPL is as follows:

Sr. No.	Shareholders	Percentage
1.	Promoter and Promoter Group	100%
	Total	100.0%

5. VALUATION APPROACH & METHODOLOGY

5.1. Valuation Base, Premise of Value and Intended users

5.1.1. Arriving at the Share Entitlement Ratio for the Proposed Transaction would require determining the value of equity shares of ZEEL and BEPL relative to the value of equity shares of SPNI. These values are to be determined independently without considering the effect of the Proposed Transaction.

5.1.2. Valuation Base: Valuation base means the indication of the type of value being used in an engagement. Different Valuation bases may lead to different conclusions of value. In transaction of the nature of merger or amalgamation of companies or merger or demerger of businesses, the consideration is often discharged primarily by issue of securities in the nature of equity of the acquirer or transferee entity with reference to an exchange ratio/ entitlement ratio considering the relative values. Considering the nature of this exercise, we have considered Relative Value as the Valuation base.

5.1.3. Premise of Value: Premise of Value refers to the conditions and circumstances how an asset is deployed. We have considered Going Concern Value and "As-is-where-is" Value as applicable to the companies being valued, as the Premise of Value.

5.1.4. Intended Users: This report is intended for consumption of the Board of Directors of ZEEL for the purpose of submission to the relevant regulatory authorities.

5.2. Valuation Approach

5.2.1. The three main valuation approaches are market approach, income approach and asset approach. As discussed below, there are several commonly used and accepted methods for carrying out the valuation under these approaches, which have been considered in the present case, to the extent relevant and applicable, including:

- a) Market Approach
 - i. Market Price Method
 - ii. Comparable Companies Multiple Method
- b) Income Approach – Discounted Cash Flow Method
- c) Cost Approach – Net Asset Value Method

5.2.2. The application of any particular method of valuation depends on the purpose for which the valuation is done. Although, different values may exist for different purposes, it cannot be too strongly emphasized that a valuer can only arrive at one value for one purpose. Our choice of methodology of valuation has been arrived at using usual and conventional methodologies adopted for transactions of a similar nature, regulatory guideline and our reasonable judgment, in an independent and bona fide manner based on our previous experience of assignments of a similar nature.

5.2.3. The generally accepted valuation methodologies, as may be applicable, which have been used to arrive at the value of the companies are discussed hereunder:



5.3. Valuation Methods

5.3.1. Market Price ("MP") Method

The market price of an equity share as quoted on stock exchanges is normally considered as the value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded in, subject to the element of speculative support that may be inbuilt in the value of the shares.

In the present case, ZEE is listed on the NSE and BSE in India and there are regular transactions in its equity shares with adequate volumes. For determining the value of ZEE under MP Method, the share price observed on NSE for ZEE over a reasonable period from the relevant date has been considered as the traded turnover of the shares of ZEE on NSE is higher than that on BSE. For arriving at the market price, we have considered the relevant date as 21 September 2021, the last working day immediately prior to the date of announcement of the Proposed Transaction.

5.3.2. Comparable Companies Multiple ("CCM") Method

Under this method, value of the equity shares of a company/ business undertaking is arrived at by using multiples derived from valuations of comparable companies/ transactions traded on active market. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation. Relevant multiples need to be chosen carefully and adjusted for differences between the circumstances. The value arrived using the relevant multiples under this method is adjusted for cash and cash equivalents, investments, debt and other matters as considered appropriate.

In the present valuation analysis, we carried out a research on comparable companies for BEPL and SPNI, listed on Indian Stock exchanges and having similar operations. The Select multiples have been appropriately adjusted for size and other parameters and applied for determining the value of BEPL and SPNI under this method.

5.3.3. Discounted Cash Flow ("DCF") Method

The DCF method values the asset by discounting the cash flows expected to be generated by the asset for the explicit forecast period and also the perpetuity value (or terminal value) in case of assets with indefinite life.

Using the DCF analysis involves determining the following:

- Estimating future free cash flows:
Free cash flows are the cash flows expected to be generated by the company that are available to all providers of the company's capital – both debt and equity.
- Appropriate discount rate to be applied to cash flows i.e., the cost of capital:
This discount rate, which is applied to the free cash flows, should reflect the opportunity cost to all the capital providers (namely shareholders and creditors), weighted by their relative contribution to the total capital of the company. The opportunity cost to the capital provider equals the rate of return the capital provider expects to earn on other investments of equivalent risk.

In case of the Specified Companies, we have been provided with the financial projections of the Specified Companies by the Management of Specified Companies. We have therefore considered the DCF method for valuation of the Specified Companies.

5.3.4. Net Asset Value ("NAV") Method

The asset-based valuation technique is based on the value of the underlying net assets of the business, either on a book value basis or realizable value basis or replacement cost basis. This valuation approach is mainly used in case where the firm is to be liquidated i.e., it does not meet the "going concern" criteria or in case where the assets base dominates earnings capability.

The Scheme of Arrangement would normally be proceeded with, on the assumption that the companies being part of the amalgamation process are going concerns and an actual realization of their operating assets is not contemplated. Hence, we have not considered the NAV method to value the Specified Companies.

Accordingly, we have used MP method and DCF method for valuation of ZEE and CCM method and DCF method for valuation of BEPL and SPNI.



6. BASIS OF SHARE ENTITLEMENT RATIO

- 6.1. The basis of the Proposed Transaction would have to be determined after taking into consideration all the factors and methodologies mentioned hereinabove. Though different values have been arrived at under each of the above methodologies, for the purposes of recommending a Share Entitlement Ratio of equity shares it is necessary to arrive at a single value for each of the Specified Companies' shares. It is however important to note that in doing so we are not attempting to arrive at the absolute equity values of the Specified Companies and / or their associates, joint ventures ("JVs") and subsidiaries but at their relative values to facilitate the determination of the Share Entitlement ratio. For this purpose, it is necessary to give appropriate weights to the values arrived at under each methodology.
- 6.2. The Share Entitlement Ratio is based on the various methodologies explained herein earlier and various qualitative factors relevant to each company and the business dynamics and growth potentials of the businesses of the companies, having regard to available information base, key underlying assumptions and limitations.

7. SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS AND DISCLAIMERS

- 7.1. Provision of valuation opinions and consideration of the issues described herein are areas of our regular practice. These services do not represent accounting, assurance, accounting / tax due diligence, consulting or tax related services that may otherwise be provided by us or our affiliates.
- 7.2. The recommendation contained herein is not intended to represent value at any time other than the date of the Report.
- 7.3. This Report, its contents and the results herein are specific to (i) the purpose of valuation agreed as per the terms of our engagement; (ii) the Valuation Date and (iii) are based on the data detailed in the section – Sources of Information. An analysis of this nature is necessarily based on the information made available to us, the prevailing stock market, financial, economic and other conditions in general and industry trends in particular, as of the Valuation Date. Events occurring after the date hereof may affect this Report and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this Report.
- 7.4. The recommendation rendered in this Report only represents our recommendation based upon information till date, furnished by the Management (or its representatives) and other sources and the said recommendation shall be considered to be in the nature of non-binding advice, (our recommendation will however not be used for advising anybody to take buy or sell decision, for which specific opinion needs to be taken from expert advisors).
- 7.5. The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organisation as a "Global Pandemic" on 11 March 2020, has impacted global financial markets and is still ongoing as on the Report Date. Market activity is being impacted in many sectors. Indeed, the current response to COVID-19 means that we are faced with an unprecedented set of circumstances on which to base a judgement. Our analysis as presented above is therefore reported on the basis of 'material valuation uncertainty'.
- 7.6. It should be understood that the valuation of any entity or its assets is inherently subjective and is subject to uncertainties and contingencies, all of which are difficult to predict and are beyond our control. In performing our analysis, we have relied on explanations provided by the Management of Specified Companies and have made assumptions with respect to industry performance and general business and economic conditions, many of which are beyond the control of the Specified Companies. This valuation could fluctuate with lapse of time, changes in prevailing market conditions and prospects, industry performance and general business and economic conditions, financial and otherwise, of the companies, and other factors which generally influence the valuation of companies and their assets.
- 7.7. The determination of a Share Entitlement Ratio is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgement. There is, therefore, no single undisputed Share Entitlement Ratio. While we have provided our recommendation of the Share Entitlement Ratio based on the information available to us and within the scope of our engagement, others may have a different opinion. The final responsibility for the determination of the Share Entitlement Ratio at which the Proposed Transaction shall take



place will be with the Board of Directors of the Specified Companies who should take into account other factors such as their own assessment of the Proposed Transaction and input of other advisors.

- 7.6. In the course of the valuation, we were provided with both written and verbal information, including information as detailed in the section - Sources of Information. In accordance with the terms of our engagement, we have assumed and relied upon, (i) the accuracy of the information that was publicly available and formed a basis for this Report and (ii) the accuracy of information made available to us by the Management of Specified Companies. As per our Engagement Letter and in accordance with the customary approach adopted in valuation exercises, we have not audited or otherwise investigated the historical/projected financial information provided to us. We have not independently investigated the data provided by the Management of Specified Companies. Accordingly, we do not express an opinion or offer any form of assurance regarding the truth and fairness of the financial position as indicated in the financial statements. Also, with respect to explanations and information sought from the Management of Specified Companies, we have been given to understand by Management of Specified Companies that they have not omitted any relevant and material factors. Our conclusions are based on the assumptions and information given by/on behalf of the Specified Companies. The Management of Specified Companies has indicated to us that they have understood that any omissions, inaccuracies or misstatements may materially affect our valuation analysis/results. Also, we assume no responsibility for financial/technical information furnished by Management of Specified Companies.
- 7.9. Accordingly, we assume no responsibility for any errors in the information furnished by the Management of Specified Companies or obtained from public domain and their impact on the Report. However, nothing has come to our attention to indicate that the information provided was materially mis-stated/ incorrect or would not afford reasonable grounds upon which to base the Report.
- 7.10. The Management of Specified Companies has represented that the business activities have been carried out in the normal and ordinary course between 30 September 2021 and the Report Date for the Specified Companies and that no material adverse change has occurred in their respective operations and financial position between the respective aforementioned dates.
- 7.11. The Report assumes that the Specified Companies, their subsidiaries, associates and JVs comply fully with relevant laws and regulations applicable in all their areas of operations unless otherwise stated, and that all the companies will be managed in a competent and responsible manner. Further, except as specifically stated to the contrary, this Report has given no consideration to matters of regulatory nature, tax nature (including domestic and international tax etc.) and legal nature, including issues of legal title and compliance with local laws, and litigation and other contingent liabilities that are not recorded in the audited/unaudited balance sheet of the Specified Companies, their subsidiaries and JVs. Our conclusion of value assumes that the assets and liabilities of the Specified Companies, their subsidiaries, associates and JVs, reflected in their respective latest balance sheets remain intact as of the Report Date.
- 7.12. This Report does not look into the business/ commercial reasons behind the Proposed Transaction nor the likely benefits arising out of the same. Similarly, it does not address the relative merits of the Proposed Transaction as compared with any other alternative business transaction or other alternatives or whether such alternatives could be achieved or are available.
- 7.13. No investigation / inspection of the Specified Companies' claim to title of assets has been made for the purpose of this Report and the Specified Companies' claim to such rights has been assumed to be valid. No consideration has been given to liens or encumbrances against the assets, beyond the loans disclosed in the accounts. Therefore, no responsibility is assumed for matters of a legal nature.
- 7.14. The fee for the engagement is not contingent upon the results reported.
- 7.15. We will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of or advice given by any other advisor to the Specified Companies. In no event shall we be liable for any loss, damages, cost or expenses arising in any way from fraudulent acts, misrepresentations or willful default on part of the Specified Companies, their directors, employees or agents.



- 7.16. We do not accept any liability to any third party in relation to the issue of this Report. It is understood that this analysis does not represent a fairness opinion on the Share Entitlement Ratio. This Report is not a substitute for the third party's own due diligence/ appraisal/ enquiries/ independent advice that the third party should undertake for his purpose.
- 7.17. This Report is subject to the laws of India.
- 7.18. The Report should be used in connection with the Scheme.
- 7.19. Our appointment was formalized via engagement letter dated 10 December 2021, however, the work had started earlier based on verbal confirmation.
- 7.20. Neither this Report nor its contents may be referred to or quoted in any registration statement, prospectus, offering memorandum, annual report, loan agreement or other agreement or document given to third parties other than in connection with the Proposed Scheme of Arrangement, without our prior written consent.
- 7.21. This Report does not in any manner address the prices at which equity shares of ZEEEL will trade following announcement / approval of the Proposed Transaction and we express no opinion or recommendation as to how the shareholders of ZEEEL should vote at the shareholders' meeting(s) to be held in connection with the Proposed Transaction.
- 7.22. This Report and the information contained in it is absolutely confidential and intended only for the sole use and information of the Board of ZEEEL and only in connection with the Proposed Transaction including for the purpose of obtaining regulatory approvals, as required under applicable laws of India, for the Proposed Transaction. Without limiting the foregoing, we understand that ZEEEL may be required to share this Report with regulatory or judicial authorities, their professional advisors including merchant bankers providing fairness opinion on the Share Entitlement Ratio, in connection with the Proposed Transaction (together, "Permitted Recipients"). We hereby give consent to such disclosure of this Report, on the basis that the Valuer owes responsibility only to ZEEEL that has engaged us, under the terms of the engagement, and no other person; and that, to the fullest extent permitted by law, the Valuer accepts no responsibility or liability to any other party, in connection with this Report. It is clarified that reference to this Report in any document and / or filing with Permitted Recipients, in connection with the Proposed Transaction, shall not be deemed to be an acceptance by the Valuer of any responsibility or liability to any person / party other than ZEEEL.
- 7.23. Our report can be used by ZEEEL only for the purpose, as indicated in this report, for which we have been appointed. The results of our valuation analysis and our report cannot be used or relied by ZEEEL for any other purpose or by any other party for any purpose whatsoever. We are not responsible to any other person / party for any decision of such person / party based on this report. Any person / party intending to provide finance / invest in the shares / business of the Specified Companies / their holding companies / subsidiaries / associates / investee companies / other group companies, if any, shall do so after seeking their own professional advice and after carrying out their own due diligence procedures to ensure that they are making an informed decision. If any person / party (other than ZEEEL) chooses to place reliance upon any matters included in the report, they shall do so at their own risk and without recourse to the Valuer. It is hereby notified that usage, reproduction, distribution, circulation, copying or otherwise quoting of this report or any part thereof, except for the purpose as set out earlier in this report, without our prior written consent, is not permitted, unless there is a statutory or a regulatory requirement to do so.
- 7.24. Any discrepancies in any table / annexure between the total and the sums of the amounts listed are due to rounding-off.

<<this space has been intentionally left blank>>



**8. CONCLUSION**

- 8.1. Based on the forgoing, and on consideration of all the relevant factors and circumstances as discussed and outlined hereinabove, pursuant to the amalgamation of ZEEEL and BEPL into SPNI, we recommend the following Share Entitlement Ratio:

85 (Eighty-Five) Equity Shares of SPNI of INR 1 each fully paid up for every 100 (One Hundred) Equity Shares of ZEEEL of INR 1 each fully paid up.

AND

133 (One Hundred and Thirty-Three) Equity Shares of SPNI of INR 1 each fully paid up for every 10 (Ten) Equity Shares of BEPL of INR 10 each fully paid up.

Respectfully submitted,

For GT Valuation Advisors Private Limited
Registered Valuer Entity – Securities and Financial Assets
IBBI Registration Number: IBBIRV-E/05/2020/134



Director
Manish Saxena
Register Valuer – Securities and Financial Assets
IBBI Registration Number: IBBIRV/05/2018/10428

Date: 21 December 2021

Annexure 1

The Computation of Share Entitlement Ratio for the proposed amalgamation of ZEEEL into SPNI as derived by us, is given below:

Valuation Approach	SPNI		ZEEEL	
	Value per Share (INR)	Weight (%)	Value per Share (INR)	Weight (%)
Market Approach				
Market Price Method	NA		235.0	50%
Comparable Companies Multiple Method	289.1	50%	NA	
Income Approach	322.5	50%	285.7	50%
Cost Approach	NA		NA	
Relative Value Per share		305.6		280.3
Exchange / Entitlement Ratio (Rounded off)	0.85			

*NA= Not Applicable/Not Adopted

1. The Cost approach is not used as in the present case, both the Companies' i.e., SPNI and ZEEEL, are going concerns and hence an actual realization of their operating assets is not contemplated.
2. Market Price Method is applicable for ZEEEL since the equity shares of ZEEEL are listed on both the stock exchanges, BSE and NSE.
3. Comparable Companies Multiple Method is adopted for SPNI as it is an unlisted company.
4. Income approach is adopted as we have been provided with financial forecast for the businesses of SPNI and ZEEEL, from the respective companies, and this methodology captures the future cash flows.

Share Exchange / Entitlement Ratio

85 (Eighty-Five) Equity Shares of SPNI of INR 1 each fully paid up for every 100 (One Hundred) Equity Shares of ZEEEL of INR 1 each fully paid up.



Annexure 2

The Computation of Share Entitlement Ratio for the proposed amalgamation of BEPL into SPNI as derived by us, is given below:

Valuation Approach	SPNI		BEPL	
	Value per Share (INR)	Weight (%)	Value per Share (INR)	Weight (%)
Market Approach				
Market Price Method	NA		NA	
Comparable Companies Multiple Method	289.1	50%	3,820.8	50%
Income Approach	322.1	50%	4,333.5	50%
Cost Approach	NA		NA	
Relative Value Per share		305.5		4,077.2
Exchange / Entitlement Ratio (Rounded off)	13.3			

*NA= Not Applicable/Not Adopted

5. The Cost approach is not used as in the present case, both the Companies' i.e., SPNI and BEPL, are going concerns and hence an actual realization of their operating assets is not contemplated.
6. Market Price Method is not used as in the present case both the Companies are not listed on the stock exchanges, BSE and NSE.
7. Comparable Companies Multiple Method is adopted for SPNI and BEPL as both are unlisted companies.
8. Income approach is adopted as we have been provided with financial forecast for the businesses of BEPL and ZEEEL, from the respective companies, and this methodology captures the future cash flows.

Share Exchange /Entitlement Ratio

133 (One Hundred and Thirty-Three) Equity Shares of SPNI of INR 1 each fully paid up for every 10 (Ten) Equity Shares of BEPL of INR 10 each fully paid up.



DUFF & PHELPS
A KROLL BUSINESS

Confidential

December 21, 2021

The Board of Directors
Zee Entertainment Enterprises Limited
18th Floor, A— Wing, Marathon Futurex,
Lower Panel, Mumbai
Maharashtra, India

Members of the Board of Directors:

Zee Entertainment Enterprises Limited ("ZEEL" or the "Company") is a public limited company incorporated in India under the (Indian) Companies Act, 1956 ("CA 56") read with (Indian) Companies Act, 2013 ("CA 13"). Its equity shares are listed on BSE Limited and the National Stock Exchange of India Limited. ZEEL has engaged Duff & Phelps India Private Limited, a Category-1 Merchant Banker ("Duff & Phelps"), to serve as an independent financial advisor to the board of directors (the "Board of Directors") of ZEEL, (solely in their capacity as members of the Board of Directors), specifically to provide an opinion (the "Opinion") in connection with a proposed transaction described below.

Description of the Proposed Transaction

It is Duff & Phelps' understanding that the Board of Directors of ZEEL, at a meeting held on September 21, 2021, granted an in-principle approval for a merger between Sony Pictures Networks India Private Limited ("SPNI"), a private limited company incorporated under CA 56 & ZEEL ("Proposed Transaction" or the "Proposed Merger").

We understand that the Proposed Merger will be carried out through a Composite Scheme of Arrangement under the provisions of Sections 230 to 232 and other applicable provisions of the (Indian) Companies Act, 2013 (the "Scheme"), between ZEEL, Bangla Entertainment Private Limited, a private limited company incorporated under CA 56, ("BEPL") SPNI and their respective shareholders and creditors.

As per the draft Scheme agreement shared by the management of ZEEL (the "Management"), the Proposed Transaction includes the following:

- Issuance and allotment of shares ("SPNI Subscription Shares") of SPNI at a per share price of INR 300.0 (the "SPNI Subscription Amount") in consideration of growth capital infusion of INR 9,050.0 crores.



- Amalgamation of ZEEL with and into SPNI:
 - In consideration of the amalgamation of ZEEL with SPNI, SPNI shall issue and allot to each shareholder of ZEEL, 85 (Eighty-Five) fully paid-up equity shares of SPNI for every 100 (One Hundred) fully paid-up equity shares of ZEEL (the "Share Entitlement Ratio") as per the valuation report dated December 21, 2021, provided by GT Valuation Advisors Private Limited ("GTVA"), a Registered Valuer.
 - The ZEEL Share Entitlement Ratio has been taken on record and approved by the boards of directors of ZEEL and SPNI.
- Amalgamation of BEPL with and into SPNI
 - In consideration of the amalgamation of BEPL with SPNI, SPNI shall issue and allot to each shareholder of BEPL, 133 (One Hundred and Thirty-Three) fully paid-up equity shares of SPNI for every 10 (Ten) fully paid-up equity shares of BEPL as per the valuation report dated December 21, 2021, provided by GT Valuation Advisors Private Limited, a Registered Valuer.
 - The BEPL Share Entitlement Ratio has been taken on record and approved by the boards of directors of SPNI and BEPL.

Upon this Scheme coming into effect and upon the Equity Shares of SPNI being issued and allotted by it to the equity shareholders of ZEEL, the equity shares of ZEEL shall be deemed to have been automatically cancelled. The equity shares of SPNI shall be listed for trading on the stock exchanges in India in accordance with the provisions of applicable laws.

The terms and conditions of the Proposed Merger are more fully set forth in the Scheme, to be filed by the abovementioned companies with the National Company Law Tribunal (the "Tribunal").

Scope of Analysis

In connection with this Opinion, Duff & Phelps has made such reviews, analyses and inquiries as it has deemed necessary and appropriate under the circumstances. Duff & Phelps also took into account its assessment of general economic, market and financial conditions, as well as its experience in securities and business valuation, in general, and with respect to similar transactions, in particular. Duff & Phelps' procedures, investigations, and financial analysis with respect to the preparation of its Opinion included, but were not limited to, the items summarized below:

1. Review of:
 - a. Audited financial statements of ZEEL, SPNI and BEPL for the financial years ended March 31, 2019, March 31, 2020 and March 31, 2021;



- b. Unaudited Provisional Financial Statements for year-to-date ("YTD") period ended September 30, 2021 of ZEEL and SPNI (including BEPL). For SPNI (including BEPL), provisional financial statements for YTD period ended September 30, 2021 were prepared in USD and converted to INR using exchange rate provided by the management of SPNI;
 - c. Certain publicly available business and financial information relating to ZEEL such as investor presentations, quarterly financial results and call transcripts of earnings conference calls, etc.;
 - d. Certain internal financial and operating information with respect to the business, operations and prospects of ZEEL and its subsidiaries provided by the management of ZEEL, including certain financial projections relating to ZEEL and its subsidiaries prepared on a consolidated basis, by the management of ZEEL (the "ZEEL Projections");
 - e. Certain financial and operating information with respect to the business, operations and prospects of SPNI and its subsidiaries (including BEPL), including certain financial projections for SPNI and its subsidiaries (including BEPL) prepared by the management of SPNI, as approved for our use by the management of ZEEL (the "SPNI Projections");
 - f. ZEEL's press release dated September 22, 2021, related to the in-principal approval of the Proposed Merger by the Board of Directors of ZEEL;
 - g. Draft Scheme agreement;
 - h. SPNI's press release related to signing exclusive non-binding term sheet with ZEEL dated September 22, 2021;
 - i. Final Valuation Report, received on December 21, 2021, prepared by GTVA (the "Valuation Report");
2. Discussions with the management of ZEEL regarding the information referred to above and the background and other elements of the Proposed Transaction;
 3. Discussions with members of the senior managements of ZEEL and SPNI regarding the past and current business, operations, financial condition and prospects of ZEEL and its subsidiaries and SPNI and its subsidiaries (including BEPL);
 4. Discussions with representatives from ZEEL's advisor regarding inputs, assumptions and other factors of ZEEL Projections;
 5. Comparison of certain financial information of ZEEL and SPNI with similar information of other companies we deemed relevant;



- E. Conducted such other analyses and considered such other information and factors as Duff & Phelps deemed appropriate.

Assumptions, Qualifications and Limiting Conditions

In performing its analyses and rendering this Opinion with respect to the Proposed Transaction, Duff & Phelps has, with the Management's consent:

1. Assumed that additional investment of growth capital of INR 9,050 crores would be made into SPNI at a per share price of INR 300.0.
2. Assumed that BEPL will merge with and into SPNI. Accordingly, Duff & Phelps has evaluated SPNI on a consolidated basis inclusive of BEPL.
3. Not made or been provided with any independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of ZEEI, BEPL, SPNI, any of their respective subsidiaries or any other entity (other than the Valuation Report referred to above, which Duff & Phelps has reviewed and relied upon without independent verification for purposes of this opinion), nor have Duff & Phelps made any physical inspection of the properties or assets of ZEEI, BEPL, SPNI, any of their respective subsidiaries or any other entity.
4. Relied upon the accuracy, completeness, and fair presentation of all information, data, advice, opinions and representations obtained from public sources or provided to it from private sources, including the Management, officers, advisors and representatives, and did not independently verify any such information;
5. Relied upon the fact that the Board of Directors and ZEEI, have been advised by counsel as to all legal matters with respect to the Proposed Transaction, including whether all procedures required by law to be taken in connection with the Proposed Transaction have been duly, validly and timely taken;
6. Assumed that any estimates, evaluations, forecasts and projections furnished to Duff & Phelps (which Duff & Phelps may have relied on) were reasonably prepared and based upon the best currently available information and good faith judgment of the person furnishing the same, and Duff & Phelps expresses no opinion with respect to such projections or the underlying assumptions, nor has it verified or evaluated them;
7. Assumed that information supplied, and representations made or purported to be supplied or made, by the Management, officers, advisors and representatives and the Board of Directors (which Duff & Phelps may have relied on) are substantially accurate, complete and not misleading regarding ZEEI, BEPL, SPNI and the Proposed Transaction;



8. Assumed that the final versions of all documents reviewed by Duff & Phelps in draft form (which Duff & Phelps may have relied on) conform in all material respects to the drafts reviewed;
9. Assumed that there has been no material change in the assets, liabilities, financial condition, results of operations, business, or prospects of ZEE, BEPL and SPNI since the date of the most recent financial statements and other information made available to Duff & Phelps (which Duff & Phelps may have relied on), and that there is no information or fact that if made available to Duff & Phelps, would make the information reviewed by Duff & Phelps incomplete or misleading; Duff & Phelps has been informed by the management of SPNI that the unaudited provisional financial statements for YTD period ended September 30, 2021 of SPNI provided to us have been prepared in US Dollar in accordance with reporting requirements of the shareholders of SPNI and there will not be any material difference from those that would have been arrived at, had the unaudited provisional financial statements been prepared in accordance with Indian Accounting Standards ("Ind AS"). Further, we have been provided by SPNI the relevant exchange rate to convert the unaudited provisional financial statements into Indian Rupees
10. Assumed that there are no facts, information or documents which if known or made available to Duff & Phelps would cause it to materially alter any part of its Opinion;
11. Assumed that all the conditions required to implement the Proposed Transaction will be satisfied and that the Proposed Transaction will be completed in accordance with the Proposed Terms without any amendments thereto or any waivers of any terms or conditions thereof; and
12. Assumed that all statutory, governmental, regulatory or other consents and approvals necessary for the consummation of the Proposed Transaction, including the amalgamation of BEPL with and into SPNI, will be obtained without any adverse effect on ZEE, or the contemplated benefits expected to be derived in the Proposed Transaction.

To the extent that any of the foregoing assumptions or any of the facts on which this Opinion is based prove to be untrue or misleading in any material respect, this Opinion cannot and should not be relied upon. Furthermore, in Duff & Phelps' analysis and in connection with the preparation of this Opinion, Duff & Phelps has made numerous assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond the control of any party involved in the Proposed Transaction.

Duff & Phelps has prepared this Opinion effective as of the date hereof. This Opinion is necessarily based upon market, economic, financial and other conditions as they exist and can be evaluated as of the date hereof, and Duff & Phelps disclaims any undertaking or obligation to advise any



person of any change in any fact or matter affecting this Opinion which may come or be brought to the attention of Duff & Phelps after the date hereof.

Duff & Phelps did not evaluate solvency or conduct an independent appraisal of any specific assets or liabilities (contingent or otherwise) of ZEEL or SPNI. Duff & Phelps has not been requested to, and did not (i) initiate any discussions with, or solicit any indications of interest from, third parties with respect to the Proposed Transaction, the assets, businesses or operations of the Company, or any alternatives to the Proposed Transaction, (ii) negotiate the terms of the Proposed Transaction, and therefore, Duff & Phelps has assumed that such terms are the most beneficial terms, from the Company's perspective, that could, under the circumstances, be negotiated among the parties to the Proposed Arrangement and the Proposed Transaction, or (iii) advise the Board of Directors or any other party with respect to alternatives to the Proposed Transaction.

Duff & Phelps is not expressing any opinion as to the market price or value of common stock of ZEEL and SPNI before or after the announcement or the consummation of the Proposed Transaction. Duff & Phelps is not expressing any opinion on the prices at which ZEEL's Equity Shares or SPNI's equity shares as and when listed, will trade at any time, including following announcement or consummation of the Merger. This Opinion should not be construed as a valuation opinion, credit rating, solvency opinion, an analysis of credit worthiness, tax advice, or accounting advice of ZEEL, SPNI, any of their respective subsidiaries or any other entity under the laws of India. Duff & Phelps has not made, and assumes no responsibility to make, any representation, or render any opinion, as to any legal matter.

In rendering this Opinion, Duff & Phelps is not expressing any opinion with respect to the amount or nature of any compensation to any of the Company's officers, directors, or employees, or any class of such persons, or the fairness of any such compensation.

Duff & Phelps did not undertake any independent analysis of any potential or actual litigation, regulatory action, possible unasserted claims, or other contingent liabilities to which ZEEL or SPNI is or may be a party or is or may be subject. Duff & Phelps has assumed, at the direction of ZEEL, that the Merger will be consummated in accordance with its terms, without waiver, modification or amendment of any material term, condition or agreement and that, in the course of obtaining the necessary governmental, judicial, regulatory and other approvals, consents, releases and waivers for the Merger, no delay, limitation, restriction or condition, including any divestiture requirements or amendments or modifications, will be imposed that would have an adverse effect on ZEEL, SPNI, any of their respective subsidiaries or any other entity or the contemplated benefits of the Merger. Without limiting the generality of the preceding sentence, Duff & Phelps has also assumed, at the direction of ZEEL, that ZEEL, SPNI and their respective subsidiaries will receive all environmental and statutory clearances with respect to their operations in accordance with the assumptions regarding such clearances in the ZEEL Projections and SPNI Projections.



Duff & Phelps express no view or opinion as to any terms or other aspects or implications of the Merger (other than the Share Entitlement Ratio provided for in the Merger to the extent expressly specified herein), including, without limitation, the form or structure of the Merger or any terms or other aspects or implications of any other agreement, taxation impact of the merger or the SPNI Shares or SPNI Subscription Shares issued under the Scheme, arrangement or understanding entered into in connection with or related to the Merger or otherwise.

In addition, Duff & Phelps is not expressing any view or opinion with respect to, and have relied, at the direction of ZEEL, upon the assessments of representatives of ZEEL regarding, legal, regulatory, accounting, tax and other matters relating to ZEEL, SPNI, any of their respective subsidiaries or any other entity and the Merger (including the contemplated benefits of the Merger) as to which we understand that ZEEL obtained such advice as it deemed necessary from qualified professionals.

This Opinion is furnished solely for the use and benefit of the Board of Directors and the management of the Company (on a non-reliance basis) in connection with its consideration of the Proposed Transaction and is not intended to, and does not, confer any rights or remedies upon any other person, and is not intended to be used, and may not be used, by any other person or for any other purpose, without Duff & Phelps' express prior written consent other than (i) as required to be disclosed by ZEEL to the relevant stock exchanges in terms of the SEBI Master Circular No. SEBI/HO/CFD/DIL/CI/PW/2020/249 dated December 22, 2020, and any substitution, modification or reissuance thereof from time to time. ("SEBI Circular") and may be disclosed on the website of ZEEL and the stock exchanges to the extent required in terms of the SEBI Circular and further may also be made a part of the explanatory statement to be circulated to the shareholders and/or creditors of ZEEL, and, (ii) as required to be disclosed to relevant judicial, regulatory or government authorities in each case only as may be mandatorily required by applicable laws. This Opinion (i) does not address the merits of the underlying business decision to enter into the Proposed Transaction or any alternative strategy or transaction; (ii) does not address any transaction related to the Proposed Transaction; (iii) is not a recommendation as to how the Board of Directors or any stockholder should vote or act with respect to any matters relating to the Proposed Transaction, or whether to proceed with the Proposed Transaction or any related transaction, and (iv) does not indicate that, that the Share Entitlement Ratio is the best possibly attainable under any circumstances. This Opinion merely states whether the Share Entitlement Ratio in the Proposed Transaction is within a range suggested by certain financial analyses. The decision as to whether to proceed with the Proposed Transaction or any related transaction may depend on an assessment of factors unrelated to the financial analysis on which this Opinion is based. This Opinion should not be construed as creating any fiduciary duty on the part of Duff & Phelps to any party.

This Opinion is solely that of Duff & Phelps, and Duff & Phelps' liability in connection with this letter shall be limited in accordance with the terms set forth in the engagement letter between Duff & Phelps and the Company dated November 29, 2021 (the "Agreement").



Disclosure of Prior Relationships

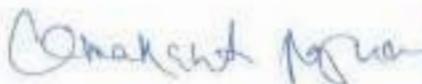
Duff & Phelps has acted as financial advisor to the Board of Directors and will receive a fee for its services. No portion of Duff & Phelps' fee is contingent upon either the conclusion expressed in this Opinion or whether the Proposed Transaction is successfully consummated. Pursuant to the terms of the Engagement Letter, a portion of Duff & Phelps' fee is payable upon Duff & Phelps' informing the Independent Director Committee that it is prepared to deliver its Opinion. During the two years preceding the date of this Opinion, Duff & Phelps has provided valuation services to parties that are affiliated with the Company. For these prior engagements, Duff & Phelps received customary fees, expense reimbursement, and indemnification.

Conclusion

Based upon and subject to the foregoing, including the various assumptions and limitations set forth herein, Duff & Phelps is of the opinion that as of the date hereof the Share Entitlement Ratio provided for in the Scheme, as recommended by GTVA, is fair, from a financial point of view, to holders of Equity Shares of ZEE.

This Opinion has been approved by the Opinion Review Committee of Duff & Phelps.

Respectfully submitted,



Umakanta Panigrahi, Managing Director
Duff & Phelps India Private Limited





December 21, 2021

To,
The Board of Directors
Zee Entertainment Enterprises Limited,
18th Floor, A-Wing, Marathon Futurex,
N.M. Joshi Marg, Lower Parel,
Mumbai - 400 013

Sub: Fairness opinion on the Equity Share Exchange Ratio for the proposed Composite Scheme of Arrangement amongst Zee Entertainment Enterprises Limited, Bangla Entertainment Private Limited, SONY Pictures Networks India Private Limited and their Respective Shareholders

With reference to our engagement letter dated December 10th, 2021 wherein the Company has requested ICICI Securities ('I-Sec') to provide fairness opinion on Equity Share Exchange Ratio for the purpose of the proposed amalgamation of Zee Entertainment Enterprises Limited (Zee), Bangla Entertainment Private Limited (BEPL), SONY Pictures Networks India Private Limited (SPNIL) and their Respective Shareholders (hereinafter referred to as the "Proposed Transfer/Transaction").

BACKGROUND, PURPOSE AND USE OF THIS REPORT

We understand that the managements of Zee Entertainment Enterprises Limited (Transferor Company 1), Bangla Entertainment Private Limited (Transferor Company 2) (both Transferor Company 1 and Transferor Company 2 are collectively referred as 'Transferor Companies'), and SONY Pictures Networks India Private Limited ("Transferee Company") (together referred to as "Companies") are proposing to amalgamate, with the appointed date as December 21st, 2021 (here in after referred to as the "Transfer Date"). The Proposed Transaction is contemplated under a scheme of arrangement under section 230 to 232 of the Companies Act, 2013.

In this connection, pursuant to the requirement of SEBI Master Circular SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 20, 2020, we have been requested by the Board of Directors of Zee to render our professional services by way of a Fairness Opinion as of date hereof, as to the Fairness of Share Entitlement Ratio provide by GT Valuation Advisors Private Limited (referred as "Valuers").

SEBI Registration : INM000011179
CIN No. : L67120MH1995PLC086241

ICICI Securities Limited
Registered Office:
ICICI Venture House
Appasaheb Marathe Marg,
Prabhadevi, Mumbai - 400025, India
Tel (91 22) 6807 7100
Fax (91 22) 6807 7801



As per Valuers' recommendation, under the scheme, the equity shareholders of Zee will receive 85 (eighty-five) fully paid up equity shares of SPNIL with the face value of Rs. 1 (one) each for every 100 (Hundred) fully paid up equity shares of Zee with the face value of Rs. 1 (One) each.

Shareholders of BEPL will receive 133 (One Hundred Thirty-Three) fully paid up equity shares of SPNIL with the face value of Rs. 1 (one) each for every 10 (Ten) fully paid up equity shares of BEPL with the face value of Rs. 10 (Ten) each.

SOURCES OF INFORMATION

In arriving at the opinion set forth below, we have relied on:

- (a) Draft and final valuation report issued by the Valuer;
- (b) Discussion with the Management of Zee regarding the Scheme;
- (c) Audited Financial Statements of Zee, BEPL and SPNIL for the year ended March 31, 2021 and unaudited financial statement half year ended September 30, 2021
- (d) Shareholding Pattern of Zee as on 30 September 2021
- (e) Financial Projections of Zee, SPNIL and BEPL from 1 April 2021 to 31 March 2027 provided by each company and adjustments to projections as explained by the valuer;
- (f) Market data/trading data of Zee from the Stock Exchanges;
- (g) Draft Scheme; and
- (h) Other relevant information and documents for the purpose of this engagement

SCOPE LIMITATIONS

Our report is subject to the scope limitations detailed hereinafter. As such the report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

Our opinion and analysis are limited to the extent of review of documents/information we relied upon and mentioned in 'Source of Information'. Our work does not constitute an audit, due diligence or certification of the historical financial statements including the working results of the Companies or their businesses referred to in this report. Accordingly, we are unable to and do not express an opinion on the accuracy of any financial information referred to in this report.

Our analysis and results are also specific to the date of this report and based on information till date hereof. This report is issued on the understanding that the Transferee Company and/or Transferor Companies have drawn our attention to all the matters, which they are aware of concerning the financial position of the Transferee Company and /or Transferor Companies, their businesses, and any other matter, which may have an impact on our opinion, on the Share Entitlement Ratio for the Proposed Scheme, including any significant changes that have taken place or are likely to take place in the financial position of the Transferee Company and/or Transferor Companies or subsequently. We have no responsibility to update this report for events and circumstances occurring after the date of this report.



Our analysis and results are specific to the purpose of the exercise of giving our fairness opinion on the swap ratio for the Proposed Transfer. It may not be valid for any other purpose or if done on behalf of any other entity.

In the course of the present exercise, we were provided with both written and verbal information, including financial data. The terms of our engagement were such that we were entitled to rely upon the information provided by the Transferee Company and /or Transferor Companies without detailed inquiry. We have also been given to understand by the management of the respective Transferee Company and /or Transferor Companies that it has not omitted any relevant and material factors. Accordingly, we do not express any opinion or offer any form of assurance regarding its accuracy and completeness. We assume no responsibility whatsoever for any errors in the above information furnished by the Transferee Company and /or Transferor Companies and their impact on the present exercise. We express no opinion whatever and make no recommendation at all to the Transferee Company and /or Transferor Companies underlying its decision to the effect the Scheme or as to how the shareholders of equity shares or secured or unsecured creditors of the Transferee Company and /or Transferor Companies should vote at their respective meetings held in connection with the Scheme. We do not express and should not be deemed to have expressed any views on any other terms of the Scheme. We also express no opinion and accordingly accept no responsibility or as to the prices at which the equity shares of the Company will trade following the announcement of the Proposed Transfer or as to the financial performance of the Company following the consummation of the Proposed Transfer.

No investigation of the Companies' claim to title of assets has been made for the purpose of this exercise and the Companies' claim to such rights has been assumed to be valid. No consideration has been given to liens or encumbrances against the assets, beyond the loans disclosed in the accounts. Therefore, no responsibility whatsoever is assumed for matters of a legal nature. Our report is not and should not be construed as our opining or certifying the compliance of the Proposed Transfer with the provisions of any law including companies, taxation and capital market related laws or as regards any legal implications or issues arising from such proposed amalgamation.

We have not conducted or provided an analysis of due diligence or appraisal of the assets and liabilities of the Companies and have wholly relied on information provided by the Company in that regard.

This report is intended only for the sole use and benefit of the Board of Directors of the Transferor Company 1 in connection with its consideration of the Scheme for the purpose of obtaining judicial and regulatory approvals and may not be relied upon by any other person and may not be used or disclosed for any other purpose without obtaining our prior written consent. We are not responsible in any way to any other person/party for any decision of such person or party based on this report. Any person / party intending to provide finance/invest in the shares/business of any of the Transferee Company and /or Transferor Companies or their subsidiaries/joint ventures/associates shall do so after seeking their own professional advice and after carrying out their own due diligence procedures to ensure that they are making an informed decision. It is hereby notified that any reproduction, copying or otherwise quoting of this report or any part thereof, other than in connection with the Scheme as aforesaid can be done only with our prior permission in writing. We acknowledge that this report will be shared to the extent as may be required, with the relevant stock



exchanges, advisors of the Transferor Companies and/or Transferee Company in relation to the Scheme, as well as with the statutory authorities.

In the ordinary course of business, ICICI Securities Limited and its affiliates is engaged in securities trading, securities brokerage and investment activities, as well as providing investment banking and investment advisory services. In the ordinary course of its trading, brokerage and financing activities, any member of the ICICI Securities Limited may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities or senior loans of any company that may be involved in the Proposed Transfer.

It is understood that this letter is for the benefit of and confidential use by the Board of Directors / Audit Committee of the Company for the purpose of this Proposed Transfer and may not be relied upon by any other person and may not be used or disclosed for any other purpose without obtaining our prior written consent.

RATIONALE & CONCLUSION

We are given to understand by the Companies that the Equity Share Exchange Ratio has been recommended by the Valuers after keeping in mind various factors.

In the circumstances, having regard to all relevant factors and on the basis of information and explanations given to us, we are of the opinion on the date hereof, that the Equity Share Exchange Ratio as recommended by the Valuers, which forms the basis for the Proposed Transfer, is fair and reasonable.

Yours faithfully,
For ICICI Securities Limited,



Ashwani Khare
Executive Vice President



Extraordinary Together



REPORT OF THE BOARD OF DIRECTORS OF ZEE ENTERTAINMENT ENTERPRISES LIMITED ('COMPANY') ON THE SCHEME OF ARRANGEMENT AMONGST THE COMPANY, BANGLA ENTERTAINMENT PRIVATE LIMITED ('BEPL') AND SONY PICTURES NETWORKS INDIAPRIVATE LIMITED ('TRANSFEREE COMPANY'), AND THEIR RESPECTIVE CREDITORS AND SHAREHOLDERS ('SCHEME')

Board Members Present:

Mr. R. Gopalan	-	Chairman
Mr. Vivek Mehra	-	Independent Director
Mr. Adesh Kumar Gupta	-	Independent Director
Mr. Piyush Pandey	-	Independent Director
Mr. Sasha Mirchandani	-	Independent Director
Mr. Punit Goenka	-	Managing Director & CEO

In Attendance

Mr. Ashish Agarwal	-	Chief Compliance Officer & Company Secretary
--------------------	---	--

Leave of Absence: Ms. Alicia Yi had taken leave of absence from attending the meeting.

1. Background

- 1.1 A meeting of the Board of Directors ("Board") of the Company was held on December 21, 2021 to consider and recommend the proposed Scheme of Arrangement of the Company (also referred to as "Transferor Company 1") and BEPL (also referred to as "Transferor Company 2" and referred with Transferor Company 1 as "Transferor Companies") with the Transferee Company and their respective shareholders and creditors ("Scheme") to be implemented as per the terms specified in the Scheme.
- 1.2 As per Section 232(2)(c) of the Companies Act, 2013 ("the Act"), a report from the Board of the Company, explaining the effect of the Scheme on each class of shareholder, key managerial personnel, and promoter and non-promoter shareholders is required to be appended with the notice convening the meetings of the shareholders and creditors of the Company, which report should lay down in particular the share exchange ratio and specify any valuation difficulties.
- 1.3 This report of the Board is made to comply with the above requirements of Section 232(2)(c) of the Act.



Zee Entertainment Enterprises Limited

Regd. Office: 18th Floor, A-Wing, Marathon Futurex, N.M. Joshi Marg, Lower Panel, Mumbai - 400 051, India
P: +91 22 7106 1234 | F: +91 22 2300 2107 | CIN: L92132MH1982PLC028767 | www.zee.com



1.4 This report is made by the Board after perusing, *inter alia*, the following necessary documents:

- (a) The proposed Scheme;
- (b) Valuation Report dated December 21, 2021, issued by GT Valuation Advisors Private Limited, Registered Valuer with the Securities and Exchange Board of India ("SEBI");
- (c) Fairness opinion dated December 21, 2021, issued by Duff & Phelps India Private Limited, an independent merchant banker registered with SEBI providing its opinion on the fairness of the share exchange ratio proposed in the Valuation Report ("Fairness Opinion 1");
- (d) Fairness opinion dated December 21, 2021, issued by ICICI Securities Limited, an independent merchant banker registered with SEBI providing its opinion on the fairness of the share exchange ratio proposed in the Valuation Report ("Fairness Opinion 2") (collectively referred with Fairness Opinion 1 as the "Fairness Opinions"); and
- (e) Report of the Audit Committee of the Company dated December 21, 2021, recommending the draft Scheme;
- (f) Report of the Committee of Independent Directors of the Company dated December 21, 2021, recommending the draft Scheme.

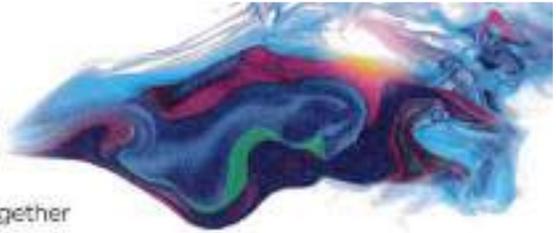
2. Background to the Proposed Scheme

- 2.1 The Company is listed on the BSE Limited and the National Stock Exchange of India Limited. The Company was incorporated on November 25, 1982, as Empire Holding Limited. The Company is *inter alia* engaged in TV content development, broadcasting of regional and international entertainment satellite television channels, movies, music, and digital business. The Company is India's one of the largest entertainment networks.
- 2.2 BEPL was incorporated on February 01, 2007, as Bangla Entertainment Private Limited. BEPL is, *inter alia*, engaged in the business of acquisition, production, distribution, and broadcast of audio-visual content for exploitation of such program services on a worldwide basis.
- 2.3 The Transferee Company was incorporated on September 18, 1995, as SET India Private Limited. The Transferee Company is, *inter alia*, engaged in the business of



Zee Entertainment Enterprises Limited

Regd. Office : 18th Floor, A-Wing, Marathon Futures, N.M. Joshi Marg, Lower Parel, Mumbai - 400 013, India
P: +91 22 2106 1234 | F: +91 22 2300 2107 | CIN: L9232MH1982PLC028767 | www.zee.com



(1) creating, owning, operating, programming, providing, transmitting, distributing and promoting linear and non-linear, non-news program services, including sports program services, delivered by any means, primarily to viewers in India and the Indian diaspora globally, and (2) production, exhibition, broadcast, re-broadcast, transmission, re-transmission or other exploitation of non-news audio-visual content, including sports content, in any format or in any language spoken in India (including English) for exploitation of such program services.

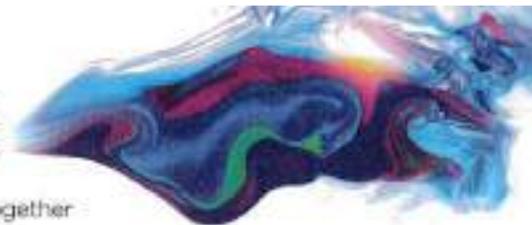
2.4 A brief overview of the Scheme is as follows:

- (a) sub-division of the share capital of the Transferee Company and issuance and allotment of bonus shares by way of a bonus issue;
- (b) issue of (i) 26,49,56,361 (Twenty Six Crores Forty Nine Lakhs Fifty Six Thousand Three Hundred and Sixty One) equity shares of the Transferee Company, to the existing shareholders of the Transferee Company, against the infusion of INR 79,48,69,08,300 (Indian Rupees Seven Thousand Nine Hundred Forty Eight Crore Sixty Nine Lakh Eight Thousand and Three Hundred) by way of rights issue; and (ii) 367,10,306 (Three Crore Sixty Seven Lakh Ten Thousand and Three Hundred and Six) equity shares of the Transferee Company, to Essel Holdings Limited, a promoter entity in Mauritius ("Essel Mauritius") and to a wholly owned subsidiary of Essel Mauritius, against the infusion of INR 1,101,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety One Thousand and Eight Hundred) by way of a preferential issue;
- (c) the amalgamation of the Company into the Transferee Company, and the consequent issue of 85 (Eighty-Five) fully paid-up equity shares of INR 1 (Indian Rupee One) of the Transferee Company to the shareholders of the Transferor Company 1 for every 100 (Hundred) fully paid-up equity shares of INR 1 (Indian Rupee One) held by such shareholders of the Transferee Company 1;
- (d) the amalgamation of Transferor Company 2 into the Transferee Company and the consequent issue of 133 (One Hundred and Thirty-Three) fully paid-up equity shares of INR 1 (Indian Rupee One) of the Transferee Company to the shareholders of the Transferor Company 2 for every 10 (Ten) fully paid-up equity shares of INR 10 (Indian Rupees Ten) held by such shareholders of the Transferor Company 2;



Zee Entertainment Enterprises Limited

Regd. Office: 18th Floor, A-Wing, Marathan Futorex, N.M. Joshi Marg, Lower Panel, Mumbai - 400 015, India
 P: +91 22 3706 1934 | F: +91 22 3706 2007 | CIN: I10130MH000000000000000000 | www.zee.com



- (e) dissolution without winding up of the Transferor Company 1 and the Transferor Company 2;
 - (f) conversion of the Transferee Company into a 'public company' and the consequent amendment of the memorandum of association and articles of association of the Transferee Company;
 - (g) transfer of the authorized share capital from the Company and BEPL to the Transferee Company;
 - (h) listing of the equity shares of the Transferee Company on BSE Limited and/or the National Stock Exchange of India Limited;
 - (i) payment of an aggregate amount of USD equivalent of INR 1,101,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety-One Thousand and Eight Hundred) by SPE Mauritius Investments Limited to Esel Mauritius towards non-compete obligations;
 - (j) appointment of Mr. Punit Goenka as the Managing Director and the Chief Executive Officer of the Transferee Company on terms set out in the Scheme and such other terms as may be agreed between Mr. Punit Goenka and the Transferee Company; and
 - (k) amendment of the Articles of Association of the Transferee Company.
- 2.5 The Scheme would be to the benefit of the shareholders and creditors of each of the Transferor Companies and the Transferee Company and would, inter alia, have the following benefits:
- (a) the proposed amalgamation and issuance of equity shares pursuant to the Scheme will enable the Transferor Companies and the Transferee Company to combine their businesses and create a financially strong amalgamated company. Each of the Transferor Companies and the Transferee Company bring well recognized entertainment offerings across platforms that will enable the amalgamated company to cater to the entertainment needs of viewers across various segments and age groups;
 - (b) the Transferor Companies and the Transferee Company have a history of bringing quality entertainment content to audiences across India. The amalgamated company will be well positioned to capitalize on the growth in the television broadcasting market;



Zee Entertainment Enterprises Limited

Regd. Office: 18th Floor, A-Wing, Marathon Futurax, N.M. Joshi Marg, Lower Panel, Mumbai - 400 015, India
 P: +91 22 7106 1234 | F: +91 22 2300 2107 | CIN: L92132MH1992PLC028767 | www.zee.com



- (c) each of the Transferor Companies and the Transferee Company have a strong presence in the digital media space. The Company and the Transferee Company are amongst the leading over the top platforms. Each of the Parties' content and strengths when combined will position the amalgamated company to capitalize on the rapid growth in the digital market and compete with market leaders;
- (d) the combined scale and audience reach of the amalgamated company across television and digital platforms, will also enable it to compete effectively for advertisers. The financial strength of the amalgamated company will also enable it to compete effectively for acquiring upcoming rights to marquee sporting events across cricket and other sports; and
- (e) each of the Transferor Companies and the Transferee Company have a strong brand recall across both television and digital media markets and as both markets evolve and grow, the amalgamated company will be well positioned to compete effectively with its peers in these markets. The transactions contemplated by the Scheme provides an opportunity that benefits all the stakeholders of the Transferor Companies and the Transferee Company.
- 2.6 The shareholders of the Company will be provided consideration in the form of equity shares as determined under the Valuation Report as follows:
- (a) sub-division of the share capital of the Transferee Company and issuance and allotment of bonus shares by way of a bonus issue;
- (b) issue of (i) 26,49,56,361 (Twenty Six Crores Forty Nine Lakhs Fifty Six Thousand Three Hundred and Sixty One) equity shares of the Transferee Company, to the existing shareholders of the Transferee Company, against the infusion of INR 79,48,69,08,300 (Indian Rupees Seven Thousand Nine Hundred Forty Eight Crore Sixty Nine Lakh Eight Thousand and Three Hundred) by way of rights issue; and (ii) 367,10,306 (Three Crore Sixty Seven Lakh Ten Thousand and Three Hundred and Six) equity shares of the Transferee Company, to Essel Mauritius and a wholly owned subsidiary of Essel Mauritius (to be incorporated), against the infusion of INR 1,101,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety One Thousand and Eight Hundred) by way of a preferential issue;
- (c) the amalgamation of the Transferor Company 1 into the Transferee Company, and the consequent issue of 85 (Eighty-Five) fully paid-up equity shares of INR 1 (Indian Rupee One) of the Transferee Company to the

Zee Entertainment Enterprises Limited

Regd. Office | 18th Floor, A-Wing, Marathon Futurix, N.M. Joshi Marg, Lower Panel, Marolli, - 400 031, India

B: +91 22 7164 1014 | F: +91 22 3256 5053 | T: 274 | Q: 022044009501 | 02202702 | www.zee.com





Extraordinary Together



shareholders of the Transferor Company 1 for every 100 (Hundred) fully paid-up equity shares of INR 1 (Indian Rupee One) held by such shareholders of the Transferor Company 1; and

- (d) the amalgamation of Transferor Company 2 into the Transferee Company and the consequent issue of 133 (One Hundred and Thirty-Three) fully paid-up equity shares of INR 1 (Indian Rupee One) of the Transferee Company to the shareholders of the Transferor Company 2 for every 10 (Ten) fully paid-up equity shares of INR 10 (Indian Rupees Ten) held by such shareholders of the Transferor Company 2;

3. Impact on Shareholders and Key Managerial Personnel ("KMP")

3.1 Equity Shareholders

- (a) The equity shareholders of the Company will be issued fully paid-up equity shares on the Transferee Company in accordance with the share exchange ratio specified in the Valuation Report and the Fairness Opinion.
- (b) The Valuation Report and the Fairness Reports were issued by an independent valuer and merchant bankers respectively, in accordance with the SEBI Master Circular SEBI/HO/CFD/DIL1/CIR/P/2021/000000665 dated November 23, 2021.
- (c) The Valuation Report and the Fairness Report provide adequate protection to the equity shareholders in the proposed Scheme as the share exchange ratio reflects the fair market value of the shares of the Transferor Company 1 and the Transferee Company as on the date of the Valuation Report. As a result, the Scheme does not lead to any detrimental effect on the equity shareholders.

3.2 Preference Shareholders

The Company has around 75,900 preference shareholders at present. The preference shares are scheduled to be redeemed as on March 05, 2022. Accordingly, the Company expects to not have any preference shareholders at the time the Scheme becomes effective. As a result, the Scheme does not have any effect on the preference shareholders of the Company.

3.3 KMP



Zee Entertainment Enterprises Limited

Regd. Office: 18th Floor, A-Wing, Marathan Futurax, N.M. Joshi Marg, Lower Panel, Mumbai - 400 015, India
P: +91 22 7106 1234 | F: +91 22 2300 2107 | CIN: L92132MH1882PLC028767 | www.zee.com



Extraordinary Together



- (a) The KMPs of the Company will continue as the KMPs of the Transferee Company. As the Transferor Companies and the Transferee Company are in the same industry, the work profiles of the KMPs will remain similar to their current roles.
- (b) Mr. Punit Goenka, the present Managing Director and the Chief Executive Officer of the Company, will continue in the same roles in the Transferee Company as well for a period of five years from the date on which the Scheme becomes effective on terms set out in the Scheme and such other terms as may be agreed between Mr. Goenka and the Transferee Company.
- (c) Accordingly, the KMPs are neither disadvantaged nor disproportionately benefitted by the Scheme.

3.4 Promoter Shareholders

- (a) Promoter shareholders will be issued equity shares of the Transferee Company in lieu of their existing shareholding at the same share exchange ratio applicable to non-promoter/public shareholders, as outlined in paragraph 3.1 above.
- (b) Essel Mauritius and a wholly owned subsidiary of Essel Mauritius will be issued, by way of preferential issue, 367,10,306 (Three Crore Sixty-Seven Lakh Ten Thousand and Three Hundred and Six) equity shares of the Transferee Company against the infusion of INR of INR 1,101,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety-One Thousand and Eight Hundred), which will be paid to Essel Mauritius by SPE Mauritius Investments Limited towards non-compete obligations.
- (c) The issue of additional shares to Essel Mauritius (and its subsidiary) by way of preferential issue is against the infusion of further capital by Essel Mauritius into the merged entity and does not detrimentally affect the shareholding of any public shareholders. Further, the value of shares for preferential issue to Essel Mauritius has been determined based on a valuation report dated December 21, 2021, prepared by RBSA Valuation Advisors LLP in accordance with Section 62(1)(c) of the Act.

3.5 Non-promoter/Public Shareholders

- (a) Non-promoter shareholders are treated at par with promoter shareholders for the purposes of calculation of the share exchange ratio.



Zee Entertainment Enterprises Limited

Regd. Office : 18th Floor, A-Wing, Marathon Futurix, N.M. Joshi Marg, Lower Parel, Mumbai - 400 035, India
 P: +91 22 7106 1234 | F: +91 22 2300 2107 | CIN: L92132MH1982PLC02B767 | www.zee.com



(b) Further information on the effect of the Scheme on non-promoter shareholders, please see paragraphs 3.1 and 3.2 above.

4. Valuation Difficulties

The Board notes that no special difficulties were reported in the Valuation Report for the calculation of the share exchange ratio.

5. Conclusion

The Scheme is fair and not detrimental to any category of shareholder or KMPs, as

- 5.1 the value of the shares held by all shareholders of the Company will reflect in their shareholding in the Transferee Company given that the share exchange ratio is identical for promoter and public shareholders; and
- 5.2 the shares issued by way of preferential issue to Essel Mauritius (and its subsidiary) have been priced in accordance with the provisions of the Act and other applicable law and are not being issued to promoter shareholders at a discount or on more favorable terms than the shares issued to public shareholders of the Company.

For and on behalf of Zee Entertainment Enterprises Limited

Rajarangamani Gopalan
Chairman
(DIN: 01624555)



Date: December 21, 2021
Place: Mumbai

Zee Entertainment Enterprises Limited

Regd. Office: 18th Floor, A-Wing, Narathon Futurex, N.M. Joshi Marg, Lower Panel, Mumbai - 400 033, India
P: +91 22 7106 0234 | F: +91 22 2300 2107 | CIN: L02132MH1982PLC028767 | www.zee.com



REPORT ADOPTED BY THE BOARD OF DIRECTORS OF SONY PICTURES NETWORKS INDIA PRIVATE LIMITED AT ITS MEETING HELD ON MARCH 16, 2022

1. Background

- 1.1. The proposed composite scheme of arrangement amongst Sony Pictures Networks India Private Limited ("Company" or "Transferee Company"), Zee Entertainment Enterprises Limited ("Transferor Company 1") and Bangla Entertainment Private Limited ("Transferor Company 2") and their respective shareholders and creditors ("Scheme") under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, and the relevant provisions of the SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 and Securities and Exchange Board of India (Listing Obligations and Disclosures Requirements) Regulations, 2015, was approved by the board of directors of the Company vide the resolution dated December 21, 2021.
- 1.2. As per the provisions of Section 232(2)(c) of the Companies Act, 2013, the board of directors of the Company ("Board") is required to adopt a report explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders of the Company laying out in particular the share exchange ratio and specifying any special valuation difficulties.
- 1.3. This report, in connection with the Scheme, has been accordingly adopted by the Board in order to comply with the requirements of Section 232(2)(c) of the Companies Act, 2013 after considering the following:

- (a) Scheme;

Registered Office Address:
 Sony Pictures Networks India Private Limited
 Cev. J. u52h0baw959P1Cmas07
 Anulace, Building No. J, 4th Floor,
 Oil Head Lane, Road, Malad (West),
 Mumbai - 400 064, India.
 Tpe +91 22 6706 1311 Fax: +91 22 8843 4743
 sernopictures.com/snl.com



Go-Beyond

- (b) Valuation report dated December 21, 2021 issued by RBSA Valuation Advisors LLP in respect of the share exchange ratio set out under the Scheme;
- (c) Valuation report dated December 21, 2021 Issued by RBSA Capital Advisors LLP pursuant to the Foreign Exchange Management Act, 1999 and rules and regulations made thereunder in respect of the rights issue of equity shares by the Company;
- (d) Valuation report dated December 21, 2021 Issued by RBSA Capital Advisors LLP pursuant to the Foreign Exchange Management Act, 1999 and rules and regulations made thereunder in respect of the preferential issue of equity shares by the Company; and
- (e) Valuation report dated December 21, 2021 issued by RBSA Valuation Advisors LLP pursuant to Section 62(1)(c) of the Companies Act, 2013.

1.4 The Board noted the benefits of the Scheme which are as set out below:

- (a) The proposed Scheme will enable the Company, Transferor Company 1 and Transferor Company 2 (collectively, "Parties") to combine their businesses and create a financially strong amalgamated company. Each of the Parties bring well recognized entertainment offerings across platforms that will enable the amalgamated company to cater to the entertainment needs of viewers across various segments and age groups.
- (b) The Parties have a history of bringing quality entertainment content to audiences across India. The amalgamated company will be well positioned to capitalize on the growth in the television broadcasting market.
- (c) Each of the Parties have a strong presence in the digital media space. The Transferor Company 1 and the Company are amongst the leading over the top platforms. Each of the Parties' content and strengths when combined will position the amalgamated company to capitalize on the rapid growth in the digital market and compete with market leaders.
- (d) The combined scale and audience reach of the amalgamated company across television and digital platforms, will also enable it to compete effectively for advertisers. The financial strength of the amalgamated company will also



enable it to compete effectively for acquiring upcoming rights to marquee sporting events across cricket and other sports.

- (e) Each of the Parties have a strong brand recall across both television and digital media markets and as both markets evolve and grow, the amalgamated company will be well positioned to compete effectively with its peers in these markets. The transactions contemplated by the Scheme provide an opportunity that benefits all the stakeholders of the Parties.

2. Proposed Scheme

The salient features of the draft Scheme *Inter Alia* are as under:

- (a) The Appointed Date under the Scheme is the Effective Date (as determined in accordance with the provisions of the Scheme).
- (b) Upon the Scheme becoming effective, each equity share of the Company that has a face value of INR 10 (Indian Rupees Ten) will be sub-divided into 10 (Ten) equity shares of the Company having a face value of INR 1 (Indian Rupees One) each ("Share Split").
- (c) Upon the Scheme becoming effective, the Company will issue 47,69,46,400 (Forty Seven Crore Fifty Three Lakh Forty Six Thousand and Four Hundred) equity shares of the Company having a face value of INR 1 (Indian Rupee One) each to be issued by way of a bonus issue to equity shareholders of the Company as on the SPIN Share Issuance Record Date (as defined in the Scheme) ("Bonus Issue").
- (d) Upon the Scheme becoming effective, the Company will issue (i) 26,49,56,361 (Twenty Six Crore Forty Nine Lakhs Fifty Six Thousand Three Hundred and Sixty One) equity shares of the Company, to the existing shareholders of the Company who subscribe to such shares, against the infusion of INR 79,48,69,08,300 (Indian Rupees Seven Thousand Nine Hundred Forty Eight Crore Sixty Nine Lakh Eight Thousand and Three Hundred) by way of rights issue ("Rights Issue"); and (ii) 2,20,26,183 (Two Crore Twenty Lakh Twenty Six Thousand One Hundred and Eighty Three) equity shares of the Company to Sunbright International Holdings Limited (formerly known as Essel Holdings Limited), a promoter entity in Mauritius ("Essel Mauritius"), by way of



preferential issue and 1,46,84,123 (One Crore Forty Six Lakh Eighty Four Thousand One Hundred and Twenty Three) equity shares of the Company to Sunbright Mauritius Investment Limited, a wholly owned subsidiary of Essel Mauritius, which is presently under incorporation, by way of preferential issue, against the infusion of an aggregate amount of INR 1,101,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety One Thousand and Eight Hundred).

- (e) Upon the Scheme becoming effective and with effect from the Appointed Date, all assets and liabilities and the entire business of the Transferor Company 1 shall stand transferred to and vest in the Transferee Company, as a going concern, and the Company will issue 85 (Eighty-Five) fully paid up equity shares of INR 1 (Indian Rupee One) each of the Company to the shareholders of the Transferor Company 1 for every 100 (Hundred) fully paid up equity shares of INR 1 (Indian Rupee One) each held by such shareholders of the Transferor Company 1.
- (f) Upon the Scheme becoming effective and with effect from the Appointed Date, all the assets and liabilities and the entire business of the Transferor Company 2 shall stand transferred to and vest in the Company, as a going concern, and the Company will issue 139 (One Hundred Thirty Three) fully paid up equity shares of INR 1 (Indian Rupee One) each of the Company to the shareholders of the Transferor Company 2 for every 10 (Ten) fully paid up equity shares of INR 10 (Indian Rupees Ten) each held by such shareholders of the Transferor Company 2.
- (g) Upon the Scheme becoming effective, each of Transferor Company 1 and Transferor Company 2 shall stand dissolved without being wound-up.
- (h) Upon the Scheme becoming effective, the Company will be converted into a 'public company' and consequently, the memorandum of association and articles of association of the Company will be amended.
- (i) Upon the Scheme becoming effective and with effect from the Appointed Date, the authorised share capital of each of the Transferor Company 1 and Transferor Company 2 shall stand transferred to and be merged/ amalgamated with the authorised share capital of the Company.



- (j) Upon the Scheme becoming effective, the equity shares of the Company will be listed on BSE Limited and/or National Stock Exchange of India Limited.
- (k) Upon the Scheme becoming effective, Mr. Punit Goenka is proposed to be appointed as the Managing Director and the Chief Executive Officer of the Company on terms as set out in the Scheme.
- (l) Upon the Scheme becoming effective, the articles of association of the Company will be amended in the manner provided under the Scheme.
- (m) The Scheme provides that the Transferee Company shall account for the amalgamation in its books of accounts in accordance with the Indian Accounting Standard 103 "Business Combinations" prescribed under Section 133 of the Act read with the relevant rules issued thereunder and other generally accepted accounting principles in India and any other relevant or related requirement under the Companies Act, 2013 as applicable on the Effective Date.

3. Effect of the Scheme

The effect of the proposed Scheme on the stakeholders of the Company would be as follows:

(a) Shareholders (including promoter and non-promoter shareholders)

Upon the Scheme becoming effective, (i) 85 (Eighty-Five) fully paid up equity shares of INR 1 (Indian Rupee One) each of the Company shall be issued and allotted to the shareholders of the Transferor Company 1 for every 100 (Hundred) fully paid up equity shares of INR 1 (Indian Rupee One) each held by such shareholders of the Transferor Company 1; and (ii) 133 (One Hundred Thirty Three) fully paid up equity shares of INR 1 (Indian Rupee One) each of the Company shall be issued and allotted to the shareholders of the Transferor Company 2 for every 10 (Ten) fully paid up equity shares of INR 10 (Indian Rupees Ten) each held by such shareholders of the Transferor Company 2. If any shareholder of Transferor Company 1 or Transferor Company 2 becomes entitled to a fractional equity share to be issued by the Company, then the treatment of such fractional equity share will be as provided under the Scheme.

In connection with the effect of the Scheme on the shareholders of the Company, certain equity shareholders of the Company, who are also



shareholders of the Transferor Company 2 as on the Record Date (as defined ^{Go-Beyond} in the Scheme), shall be eligible to be issued equity shares of the Company in accordance with the share entitlement ratio set out above. Further, the shareholders of the Company shall be eligible to be issued equity shares of the Company by way of the Share Split, Bonus Issue and Rights Issue (who subscribe to the equity shares being issued by the Company in the Rights Issue).

(b) Creditors

No rights of the creditors of the Company, Transferor Company 1 or Transferor Company 2 are being affected pursuant to the Scheme. The liability of the Company towards its creditors and the creditors of the Transferor Company 1 and Transferor Company 2 is neither being reduced or varied or being extinguished and the Scheme does not provide for any compromise or arrangement with the creditors of the Company, Transferor Company 1 or Transferor Company 2. The creditors of the Company would in no way be affected adversely by the Scheme.

(c) Employees and key managerial personnel

Upon the Scheme becoming effective and with effect from the Appointed Date, the employees of the Transferor Company 1 and Transferor Company 2, shall become the employees of the Company on the terms set out in the Scheme and the employees of the Company will continue as the employees of the Company. The key managerial personnel of the Company and their rights would in no way be affected by the Scheme. The key managerial personnel of the Transferor Company 1 and Transferor Company 2 may not continue as key managerial personnel of the Company. However, Mr. Purill Goenka, the current managing director and chief executive officer of the Transferor Company 1, is proposed to be appointed as the Managing Director and Chief Executive Officer of the Company subject to and in accordance with the Scheme.

4. Share exchange ratio and valuation difficulties

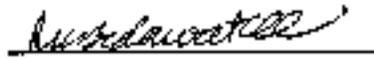
Upon the Scheme becoming effective, (i) 85 (Eighty-Five) fully paid up equity shares of INR 1 (Indian Rupee One) each of the Company shall be issued and allotted to the shareholders of the Transferor Company 1 for every 100 (Hundred) fully paid up equity shares of INR 1 (Indian Rupee One) each held by such shareholders of the Transferor



Company 1; and (ii) 133 (One Hundred Thirty Three) fully paid up equity shares of INR 1 (Indian Rupee One) each of the Company shall be issued and allotted to the shareholders of the Transferor Company 2 for every 10 (Ten) fully paid up equity shares of INR 10 (Indian Rupees Ten) each held by such shareholders of the Transferor Company 2.

The valuation report dated December 21, 2021 has been issued by RBSA Valuation Advisors LLP, Registered Valuer. No special difficulties were reported in arriving at the valuation report.

For Sony Pictures Networks India Private Limited



Name: Raj Kumar Bidawatka
Designation: Company Secretary, Compliance Officer and Head CSR
Date: March 16, 2022



REPORT ADOPTED BY THE BOARD OF DIRECTORS OF BANGLA ENTERTAINMENT PRIVATE LIMITED AT ITS MEETING HELD ON MARCH 18, 2022

1. Background

- 1.1. The proposed composite scheme of arrangement amongst Bangla Entertainment Private Limited ("Company" or "Transferor Company 2"), Zee Entertainment Enterprises Limited ("Transferor Company 1") and Sony Pictures Networks India Private Limited ("Transferee Company") and their respective shareholders and creditors ("Scheme") under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2018, and the relevant provisions of the SEBI Master Circular No. SEBI/HO/CF/DIL1/CIR/P/2021/0000000866 dated November 26, 2021 and Securities and Exchange Board of India (Listing Obligations and Disclosures Requirements) Regulations, 2015, was approved by the board of directors of the Company vide the resolution dated December 21, 2021.
- 1.2. As per the provisions of Section 232(2)(c) of the Companies Act, 2013, the board of directors of the Company ("Board") is required to adopt a report explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders of the Company laying out in particular the share exchange ratio, specifying any special valuation difficulties.
- 1.3. This report, in connection with the Scheme, has been accordingly adopted by the Board in order to comply with the requirements of Section 232(2)(c) of the Companies Act, 2013 after considering the following:
- (a) Scheme; and



- (b) Valuation report dated December 21, 2021 issued by RBSA Valuation Advisors LLP in respect of the share exchange ratio set out under the Scheme.

1.4. The Board noted the benefits of the Scheme which are as set out below.

- (a) The proposed Scheme will enable the Company, Transferor Company 1 and Transferee Company (collectively, "Parties") to combine their businesses and create a financially strong amalgamated company. Each of the Parties bring well recognized entertainment offerings across platforms that will enable the amalgamated company to cater to the entertainment needs of viewers across various segments and age groups.
- (b) The Parties have a history of bringing quality entertainment content to audiences across India. The amalgamated company will be well positioned to capitalize on the growth in the television broadcasting market.
- (c) Each of the Parties have a strong presence in the digital media space. The Transferor Company 1 and the Transferee Company are amongst the leading over the top platforms. Each of the Parties' content and strengths when combined will position the amalgamated company to capitalize on the rapid growth in the digital market and compete with market leaders.
- (d) The combined scale and audience reach of the amalgamated company across television and digital platforms, will also enable it to compete effectively for advertisers. The financial strength of the amalgamated company will also enable it to compete effectively for acquiring upcoming rights to marquee sporting events across cricket and other sports.
- (e) Each of the Parties have a strong brand recall across both television and digital media markets and as both markets evolve and grow, the amalgamated company will be well positioned to compete effectively with its peers in these markets. The transactions contemplated by the Scheme provide an opportunity that benefits all the stakeholders of the Parties.



2. Proposed Scheme

The salient features of the draft Scheme *inter alia* are as under.

- (a) The Appointed Date under the Scheme is the Effective Date (as determined in accordance with the provisions of the Scheme).
- (b) Upon the Scheme becoming effective, each equity share of the Transferee Company that has a face value of INR 10 (Indian Rupees Ten) will be subdivided into 10 (Ten) equity shares of the Transferee Company having a face value of INR 1 (Indian Rupees One) each.
- (c) Upon the Scheme becoming effective, the Transferee Company will issue 47,53,46,400 (Forty Seven Crore Fifty Three Lakh Forty Six Thousand and Four Hundred) equity shares of the Transferee Company having a face value of INR 1 (Indian Rupee One) each to be issued by way of a bonus issue to equity shareholders of the Transferee Company as on the SPNI Share Issuance Record Date (as defined in the Scheme).
- (d) Upon the Scheme becoming effective, the Transferee Company will issue (i) 26,49,56,361 (Twenty Six Crores Forty Nine Lakh Fifty Six Thousand Three Hundred and Sixty One) equity shares of the Transferee Company, to the existing shareholders of the Transferee Company who subscribe to such shares, against the infusion of INR 79,48,69,08,300 (Indian Rupees Seven Thousand Nine Hundred Forty Eight Crore Sixty Nine Lakh Eight Thousand and Three Hundred) by way of rights issue; and (ii) 2,20,26,183 (Two Crore Twenty Lakh Twenty Six Thousand One Hundred and Eighty Three) equity shares of the Transferee Company to Sunbright International Holdings Limited (formerly known as Eesal Holdings Limited), a promoter entity in Mauritius ("Eesal Mauritius"), by way of preferential issue and 1,46,84,123 (One Crore Forty Six Lakh Eighty Four Thousand One Hundred and Twenty Three) equity shares of the Transferee Company to Sunbright Mauritius Investment Limited, a wholly owned subsidiary of Eesal Mauritius, which is presently under incorporation, by way of preferential issue, against the infusion of an aggregate amount of INR 1,10,1,30,91,800 (Indian Rupees Eleven Hundred and One Crore Thirty Lakh Ninety One Thousand and Eight Hundred).



- (e) Upon the Scheme becoming effective and with effect from the Appointed Date, all assets and liabilities and the entire business of the Transferor Company 1 shall stand transferred to and vest in the Transferee Company, as a going concern, and the Transferee Company will issue 85 (Eighty-Five) fully paid up equity shares of INR 1 (Indian Rupee One) each of the Transferee Company to the shareholders of the Transferor Company 1 for every 100 (Hundred) fully paid up equity shares of INR 1 (Indian Rupee One) each held by such shareholders of the Transferor Company 1.
- (f) Upon the Scheme becoming effective and with effect from the Appointed Date, all the assets and liabilities and the entire business of the Company shall stand transferred to and vest in the Transferee Company, as a going concern, and the Transferee Company will issue 133 (One Hundred Thirty Three) fully paid up equity shares of INR 1 (Indian Rupee One) each of the Transferee Company to the shareholders of the Company for every 10 (Ten) fully paid up equity shares of INR 10 (Indian Rupees Ten) each held by such shareholders of the Company.
- (g) Upon the Scheme becoming effective, each of the Company and Transferor Company 1 shall stand dissolved without being wound-up.
- (h) Upon the Scheme becoming effective, the Transferee Company will be converted into a 'public company' and consequently, the memorandum of association and articles of association of the Transferee Company will be amended.
- (i) Upon the Scheme becoming effective and with effect from the Appointed Date, the authorised share capital of each of the Company and Transferor Company 1 shall stand transferred to and be merged/ amalgamated with the authorised share capital of the Transferee Company.
- (j) Upon the Scheme becoming effective, the equity shares of the Transferee Company will be listed on BSE Limited and/ or National Stock Exchange of India Limited.
- (k) Upon the Scheme becoming effective, Mr. Punit Goenka is proposed to be appointed as the Managing Director and the Chief Executive Officer of the Transferee Company on terms as set out in the Scheme.



- (l) Upon the Scheme becoming effective, the articles of association of the Transferee Company will be amended in the manner provided under the Scheme.
- (m) The Scheme provides that the Transferee Company shall account for the amalgamation in its books of accounts in accordance with the Indian Accounting Standard 109 "Business Combinations" prescribed under Section 133 of the Act read with the relevant rules issued thereunder and other generally accepted accounting principles in India and any other relevant or related requirement under the Companies Act, 2013 as applicable on the Effective Date.

3. Effect of the Scheme

The effect of the proposed Scheme on the stakeholders of the Company would be as follows:

(a) Shareholders (Including promoter and non-promoter shareholders)

Upon the Scheme becoming effective, 133 (One Hundred Thirty Three) fully paid up equity shares of INR 1 (Indian Rupee One) each of the Transferee Company shall be issued and allotted to the shareholders of the Company for every 10 (Ten) fully paid up equity shares of INR 10 (Indian Rupees Ten) each held by such shareholders of the Company. If any shareholder of the Company becomes entitled to a fractional equity share to be issued by the Transferee Company, then the treatment of such fractional equity share will be as provided under the Scheme.

(b) Creditors

No rights of the creditors of the Company are being affected pursuant to the Scheme. The liability of the Transferee Company towards the creditors of the Company is neither being reduced or varied or being extinguished and the Scheme does not provide for any compromise or arrangement with the creditors of the Company. The creditors of the Company would in no way be affected adversely by the Scheme.



(c) Employees and key managerial personnel

Upon the Scheme becoming effective and with effect from the Appointed Date, the employees of the Company, shall become the employees of the Transferee Company on the terms set out in the Scheme.

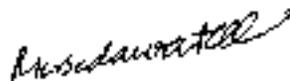
Upon the Scheme becoming effective and with effect from the Appointed Date, since the Company shall stand dissolved, the key managerial personnel of the Company shall cease to be the key managerial personnel of the Company. The key managerial personnel of the Company may not continue as the key managerial personnel of the Transferee Company. However, Mr. Punit Goenka, the current managing director and chief executive officer of the Transferor Company 1 is proposed to be appointed as the Managing Director and Chief Executive Officer of the Transferee Company subject to and in accordance with the Scheme.

4. Share exchange ratio and valuation difficulties

Upon the Scheme becoming effective, 133 (One Hundred Thirty Three) fully paid up equity shares of INR 1 (Indian Rupee One) each of the Transferee Company shall be issued and allotted to the shareholders of the Company for every 10 (Ten) fully paid up equity shares of INR 10 (Indian Rupees Ten) each held by such shareholders of the Company.

The valuation report dated December 21, 2021 has been issued by RBSA Valuation Advisors LLP, Registered Valuer. No special difficulties were reported in arriving at the valuation report.

For Bangla Entertainment Private Limited




Name: Rajkumar Bidawatka
Designation: Authorised Signatory
Date: March 16, 2022

Details of ongoing adjudication, recovery proceedings, and prosecution initiated, and all other enforcement action taken against the Company

1. Aditya Birla Finance Limited has filed two petitions before the Hon'ble Delhi High Court against the Company (among others) for (i) appointment of arbitrators, and (ii) for interim reliefs prior to invoking arbitration with a view to enforce a Letter of Comfort (LOC) alleged to have been given by the Company in relation to a term loan amounting to INR 134 Crores granted to SITI Network Limited. Zee has contested both petitions and the matters are fixed for orders and final hearing, respectively.
2. IndusInd Bank Limited has filed an application against the Company (among others) before the Debt Recovery Tribunal ("DRT"), Lucknow, for recovery of INR 94.87 Crores jointly from the Company and SITI Network Limited. The Company has disputed liability and the application is pending before the DRT. The Company has denied liability as a suit filed by it before the Hon'ble Delhi High Court against IndusInd Bank Limited, challenging the demand by IndusInd Bank Limited of INR 83 Crores to the Company under the Debt Service Reserve Account Agreement dated August 29, 2018, between the Company and IndusInd Bank Limited ("**DSRA Agreement**"), is already pending. IndusInd's demand is beyond the scope of the obligations of the Company under the DSRA Agreement. In an appeal filed by the Company against an order passed in the suit, the Hon'ble Delhi High Court, on February 25, 2021, passed an order restraining IndusInd Bank Limited from taking any coercive steps against the Company. This order was subsequently modified on December 03, 2021, allowing IndusInd to initiate recovery proceedings, provided that no final order shall be passed in any such recovery proceedings without the consent of the Hon'ble Delhi High Court.
3. IndusInd Bank Limited has filed an application against the Company on 25 January 2022, under Section 7 of the Insolvency and Bankruptcy Code, 2016 before the National Company Law Tribunal ("**NCLT**"), Mumbai. IndusInd's claim in the application arises from the DSRA Agreement between itself and the Company. Adjudication on the Company's liability under the DSRA Agreement is currently pending before the Hon'ble Delhi High Court, which has directed that in the interim, no final orders shall be passed in any recovery proceedings against the Company without the Hon'ble High Court's leave. The Company has filed an application seeking dismissal of the insolvency application before the NCLT. The insolvency application along with Company's application seeking dismissal of the insolvency application are pending adjudication.
4. Yes Bank Limited has filed a recovery application against Living Entertainment Enterprises Limited (among others) for recovery of INR 546 Crores before DRT, Delhi. While there is no relief claimed against the Company in the recovery application, Yes Bank Limited has moved an interim application seeking to declare that the Company owes the bank INR 31 Crores and seeking payment (or in the alternative, deposit) of this amount from the Company. The Company is disputing liability and the matter is pending adjudication.
5. Yes Bank Limited has filed a suit before the Hon'ble Bombay High Court against, *inter alia*, the Company, Mr. Chandra and Mr. Goenka. In the suit, Yes Bank has sought a declaration that a Letter of Comfort dated 31 May 2016, given by the Company to Yes Bank, in respect of a loan given to Living Entertainment Limited, is a guarantee to Yes Bank and that the Company is liable to pay the entire loan if the borrower defaults. Yes Bank also sought certain interim reliefs against the Company and other defendants pending disposal of the suit. The Hon'ble Court, vide its judgement dated 19 August 2020, dismissed the interim application of Yes Bank Limited and observed as a *prima facie* view, that the letter of comfort is not a guarantee. The suit is pending adjudication.
6. The Securities and Exchange Board of India (SEBI) has issued a Show Cause Notice dated 06th July 2022 against the Company under Section 23E of the Securities Contract (Regulation) Act, 1956 for the alleged violation of Regulation 4(1)(e), 4(1)(j) read with Regulation 30 of Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015 read with clause 2 of the uniform listing agreement. The notice is also issued against Mr. Subhash Chandra and Mr Punit

Goenka under Section 15HB of the Securities and Exchange Board of India Act, 1996 for the alleged violation of Regulation 4(2)(f) sub regulations (i)(1) & (2), (ii)(6), (iii)(3), and (iii)(6) of Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015. Prior to filing a reply to the show cause notice, Company has requested for inspection of certain documents from SEBI. Without prejudice to the above, Settlement Application has also been filed with the SEBI under Securities and Exchange Board of India (Settlement Proceedings) Regulations, 2018.

7. SEBI has issued a Show Cause Notice dated 15th July 2022 initiating proceedings under Section 15A(b) of the Securities and Exchange Board of India Act, 1996 against the Company for the alleged violation of Regulation 7(2)(b) of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015. The notice is also issued against Cyquator Media Services Pvt. Ltd. under Section 15A(b) of the Securities and Exchange Board of India Act, 1996 for the alleged violation of Regulation 7(2)(a) of SEBI (Prohibition of Insider Trading) Regulations, 2015 and Regulations 31(1) and 31(2) read with 31(3) of the SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011. Prior to filing a reply to the show cause notice, Company has requested for inspection of certain documents from SEBI. Without prejudice to the above, Settlement Application has also been filed with the SEBI under Securities and Exchange Board of India (Settlement Proceedings) Regulations, 2018.
8. For FY 2004-05, 2006-07 and 2007-08, subscription income from Jammu & Kashmir was treated as exempted income as service tax law was not applicable to Jammu & Kashmir. The Commissioner of Service Tax has considered the subscription income from Jammu & Kashmir as exempted income. Further, the above stated authority objected to the input tax credit utilized being in excess of 20%. The company had contended that it has been keeping separate records for Jammu and Kashmir. Aand has made proportionate credit reversal on account of exempted copyright income, hence restriction on utilisation of credit to the extent of 20% is not applicable. Alternatively, said input tax credit would have been utilized at a future date and hence would have been revenue neutral and at the most can have interest exposure. The company received favourable order from Commissioner of Service Tax adjudication. The department had appealed against the adjudication order before the Customs, Excise and Service Tax Appellate Tribunal (Tribunal) and Company filed cross objection with the Tribunal which order was subsequently appealed by the Company before the Hon'ble Bombay High Court. The Hon'ble Bombay High Court has remanded back to the Tribunal for fresh consideration, where it is currently pending. The amount involved for FY 2004-05 is Rs. 0.11 Crore, for AY 2006-07 is Rs. 31.22 Crores, and for FY 2007-08 is Rs. 14.82 Crores.
9. For FY 2011-12, the Additional Commissioner of Service Tax III, Mumbai has demanded a refund of service tax amounting to Rs. 0.48 Crores on the grounds of unjust enrichment. The Company had made submissions before the Additional Commissioner of Service Tax III, Mumbai stating that 'unjust enrichment' is not applicable in cases of rebate on account of exports. The Company has an appeal filed with the Customs, Excise and Service Tax Appellate Tribunal, which is currently pending for hearing.
10. For FY 2012-13 to 2014-15, the Commissioner Service Tax Audit II, Mumbai has raised a demand on the Company for Rs. 3.27 Crores under Rule 6(3) of the Cenvat Credit Rules, 2004 relating to the activity of investment in mutual fund which was treated as an exempted service by the Company. The Company made submissions before the Commissioner CGST and Central Excise, Mumbai stating that Rule 6(3) of the Cenvat Credit Rules is not applicable as investments in mutual fund is not equivalent to trading in securities. The Company has filed an appeal with the Customs, Excise and Service Tax Appellate Tribunal, which is pending for hearing.
11. For FY 2015-16 to 2016-17, the Commissioner CGST and Central Excise, Mumbai has raised a demand on the Company for Rs. 5.07 Crores under Rule 6(3) of the Cenvat Credit Rules, 2004 relating to the activity of investment in mutual fund which was treated as an exempted service by the Company. The Company has made submissions before the Commissioner CGST and Central Excise stating that Rule 6(3) of the Cenvat Credit Rules, 2004 is not applicable in FY 15-16 as investments in mutual fund is not

equivalent to trading in securities. The Company has made a proportionate reversal of Cenvat Credit for FY 16-17. The Company has filed an appeal before the Customs, Excise and Service Tax Appellate Tribunal, which is pending for hearing.

12. For FY 2012-13 to 2014-15, the Assistant Commissioner Audit Service Tax Audit II, Mumbai has raised a tax demand of Rs. 0.67 Crore due to disallowance of adjustment for waiver on the gross amount of recovery and excess payment of tax. The Company has filed an appeal before the Commissioner (Appeals) Mumbai and the order is awaited.
13. For AY 2013-14 to AY 2019-20, interest u/s 201(1A) was levied by Joint Commissioner of Income Tax (OSD) (TDS) by way of a demand notice for delay in deduction of TDS for amount credited to Provision for Expenses account. The Company has filed an appeal with Commissioner of Income Tax (Appeals) and the order is awaited. Aggregate amount involved for all assessment years is Rs. 1.53 Crores.
14. In the AY 2010-11, the broadcasting division of INX Media was demerged into the Company. However, in the assessment proceeding of INX Media the Assistant Commissioner of Income Tax had made certain disallowance due to which the losses of INX Media were reduced. Accordingly, losses, pertaining to broadcasting division of INX Media, claimed by the Company had been reduced to the extent of Rs. 66.40 Crores. Appeal of INX Media is pending with Commissioner of Income Tax. Appeal of Company for AY 2011-12 is pending before Bombay High Court.
15. For AY 2008-09, 2009-10 and 2010-11, TDS on programme software purchases, equipment-hire charge and other production expenses made to production houses were deducted under section 194C of the Income-tax Act, 1961. However, the Assistant Commissioner of Income Tax (TDS), by way of order under Section 201(1) and 201(1A) of the Income Tax Act, 1961, has directed the Company to deduct the tax under 194J of the Income Tax Act. The Company subsequently filed an appeal before Commissioner of Income Tax (Appeals) and received a favourable order. The tax department appealed the order passed by the Commissioner of Income Tax (Appeals) before Income Tax Appellate Tribunal. Pursuant to the receipt of the favourable order from Income Tax Appellant Tribunal, the tax department has filed an appeal before the Hon'ble Bombay High Court and the matter is pending for hearing. The amount involved for AY 2008-09 is Rs. 17.39 Crores, AY 2009-10 is Rs. 19.71 Crores and AY 2010-11 is Rs. 21.36 Crores.
16. For AY 2008-09, a disallowance of Rs. 107.47 Crores was made by the Assistant Commissioner of Income Tax on account of transfer pricing adjustment for the sale of TV programme and films, and the issue of a corporate guarantee by the Company. The Company subsequently filed an appeal before the Commissioner of Income Tax (Appeals) and the Income Tax Appellate Tribunal. Pursuant to the receipt of the favourable order from Commissioner of Income Tax (Appeals) and Income Tax Appellate Tribunal, the Tax Department has filed an appeal before the Hon'ble Bombay High Court, which is currently pending hearing. Other issues in the matter include disallowances of claimed exemptions under section 14A of the Income-tax Act, 1961 and an advance written off.

Details of ongoing adjudication, recovery proceedings, and prosecution initiated, and all other enforcement action taken against promoters and directors of the Company.

1. Axis Finance Limited has filed a commercial suit before Hon'ble Bombay High Court against, *inter alia*, Cyquator Media Services Private Limited (borrower), Dr. Subhash Chandra, Mr. Punit Goenka, and Essel Corporate LLP for recovery of Rs.60.37 Crores. Axis Finance Limited had also filed an interim application against Cyquator Media Services Private Limited, Dr. Subhash Chandra, and Mr. Punit Goenka seeking attachment of property during the pendency of proceedings, which application was dismissed by Hon'ble Bombay High Court. The suit is pending before the Hon'ble Bombay High Court at present. Axis Finance Limited has since filed another commercial suit before Hon'ble Bombay High Court against, *inter alia*, Dr. Subhash Chandra, Mr. Punit Goenka, Mr. Amit Goenka, and Cyquator Media Services Private Limited for recovery of Rs. 61.64 Crore (which is also subject matter

of the initial commercial suit filed before the Hon'ble Bombay High Court). Mr. Punit Goenka has filed an application under Order 7 Rule 10 of Code of Civil Procedure, 1908 for return of plaint in the latter commercial suit, which application is currently pending adjudication.¹

2. IDBI Trusteeship Services Limited has filed a commercial suit Essel Infraprojects Limited (borrower) and Dr. Subhash Chandra in capacity of guarantor, before Hon'ble Bombay High Court, for recovery of dues amounting to Rs.550.62 Crores, from Essel Infraprojects Limited on behalf of persons who had invested in non-convertible debentures of Essel Infraprojects Limited. The matter has been adjourned sine die by way of an order of the Hon'ble Bombay High Court dated 09 June 2022. IDBI Trusteeship Services Limited has also filed a company petition under Section 71(10) of the Companies Act, 2013 against Essel Infraprojects Limited before the Hon'ble National Company Law Tribunal, Mumbai. The matter is pending adjudication.
3. Bank of Maharashtra has filed an application before Debt Recovery Tribunal, Mumbai, for recovery of Rs. 80.40 Crores from Essel Infraprojects Limited. In the said application Dr. Subhash Chandra and Mr. Punit Goenka have also been made defendants. The matter is pending adjudication.²
4. IndusInd Bank Limited has filed an application against Spirit Infra Power and Multiventures Private Limited and Dr. Subhash Chandra before Debt Recovery Tribunal, Delhi for recovery of Rs. 313 Crores. The matter is pending adjudication.
5. Yes Bank Limited has filed a petition under Section 7 of the Insolvency and Bankruptcy Code, 2016 before Hon'ble National Company Law Tribunal, Mumbai, against Essel Infraprojects Limited due to alleged defaults in payment amounting to Rs. 1167.97 Crores. The matter is pending adjudication.
Yes Bank Limited has also filed an application before the Debt Recovery Tribunal, Delhi, against Essel Infraprojects Limited for recovery of Rs. 1116.80 Crores. The matter is pending adjudication.
6. Life Insurance Corporation of India has filed an application before the Debt Recovery Tribunal, Mumbai, against Essel Infraprojects Limited for recovery of Rs. 603.66 Crores. The matter is pending adjudication.
7. Punjab National Bank has filed an application before the Debt Recovery Tribunal, Delhi, against Essel Infraprojects Limited (among others) for recovery of Rs. 52.57 Crores. The matter is pending adjudication.
8. State Bank of India has filed an application before Debt Recovery Tribunal, Jabalpur, against Essel Infraprojects Limited (among others) and for recovery of Rs. 17.07 Crores. The matter is pending adjudication.
9. Indiabulls Housing Finance Limited has filed an application under Section 95 of the Insolvency and Bankruptcy Code, 2016 for initiating insolvency process against Dr. Subhash Chandra arising from default in payments amounting to Rs. 178.78 Crores by Vivek Infracon Private Limited. Vide Order dated 30 May 2022, the Hon'ble National Company Law Tribunal, Delhi has appointed a resolution professional in the matter. Dr. Subhash Chandra has filed a writ petition challenging the constitutionality of Section 95 of the Insolvency and Bankruptcy Code, 2016 before the Hon'ble

¹ Although Zee Entertainment Enterprises Limited, Mr. Punit Goenka, and Dr. Subhash Chandra have been made parties to the suits filed by Axis Finance Limited, these entities have no contractual or legal privity with Axis Finance Limited, and hence, no legal or monetary exposure.

² Although Mr. Punit Goenka and Dr. Subhash Chandra have been made parties to the Application filed by Bank of Maharashtra, they have no contractual or legal privity with Bank of Maharashtra, and hence, no legal or monetary exposure.

Supreme Court. The Hon'ble Supreme Court has stayed further proceedings in the application filed by Indiabulls Housing Finance Limited by way of an order dated 05 August 2022.

Further, Indiabulls Housing Finance Limited has also initiated arbitration proceedings against, *inter alia*, Dr. Subhash Chandra, Cyquator Media Services Private Limited (as guarantor/pledgor), and against the Company for recovery of dues from certain borrower entities.

10. A civil suit has been filed by Yes Bank Limited against Dr. Subhash Chandra and Essel Infraprojects Limited, seeking a declaration regarding the validity and subsistence of a letter of comfort allegedly issued by Dr. Subhash Chandra as security for certain credit facilities extended by Yes Bank Limited to Essel Infraprojects Limited. The matter is pending adjudication.
11. A petition has been filed before the Hon'ble Delhi High Court by Aditya Birla Finance Limited (ABFL) against Siti Networks Limited and the Company, Essel Corporate LLP and Mr. Punit Goenka, for interim reliefs prior to initiating arbitration for a claim of approximately Rs. 134 crores with interest. The petition is presently pending adjudication.
12. State Bank of India has filed a petition under Section 7 of the Insolvency and Bankruptcy Code, 2016 before Hon'ble National Company Law Tribunal, Mumbai, against Essel Infraprojects Limited (corporate guarantor in the present situation) due to alleged default in payments amounting to Rs. 177.37 Crores by SND Limited. The matter is pending adjudication.
13. Jammu and Kashmir Bank has filed a petition under Section 7 of the Insolvency and Bankruptcy Code, 2016 before Hon'ble National Company Law Tribunal, Mumbai, against Essel Infraprojects Limited (corporate guarantor in the present situation) due to alleged default in payments amounting to Rs. 87.43 Crores by Pan India Utilities Distribution Company Limited (a company presently under liquidation). The matter is pending adjudication.
14. Punjab National Bank has filed an application before Debt Recovery Tribunal, Bangalore, for recovery of Rs. 172.45 Crores under a guarantee alleged to have been given by Essel Infraprojects Limited on behalf of Essel Walajahpet Poonamallee Toll Roads Private Limited. The matter is pending adjudication.
15. State Bank of India has filed an application before Debt Recovery Tribunal, Jabalpur, for recovery of Rs. 105.17 Crores under a guarantee alleged to have been given by Essel Infraprojects Limited on behalf of Jabalpur MSW Private Limited. The matter is pending adjudication.
16. Tamilnad Mercantile Bank Limited has filed an application before Debt Recovery Tribunal, Mumbai, for recovery of Rs. 51.09 Crores under a guarantee alleged to have been given by Essel Infraprojects Limited on behalf of Pan India Infraprojects Private Limited (a company undergoing insolvency proceedings). The matter is pending adjudication.
17. Indian Overseas Bank has filed an application before Debt Recovery Tribunal, Delhi for recovery of Rs. 275.58 Crores under a guarantee alleged to have been given by Essel Infraprojects Limited on behalf of Mhow Ghatabilloid Toll Roads Private Limited. The matter is pending adjudication.
18. India Infrastructure Finance Company Limited has filed an application before Debt Recovery Tribunal, Delhi, for recovery of Rs. 173.91 Crores under a guarantee alleged to have been given by Essel Infraprojects Limited on behalf of Ludhiana Talwandi Toll Roads Private Limited. The matter is pending adjudication.
19. State Bank of India has filed an application before Debt Recovery Tribunal, Delhi, for recovery of Rs. 50.27 Crores under a guarantee alleged to have been given by Essel Infraprojects Limited on behalf of Coruscation Vidyut Vitaran (Ujjain) Private Limited, Pan India Infraprojects Private Limited, Pan India



- Network Private Limited. (companies undergoing Insolvency proceedings). The matter is pending adjudication.
20. India Infrastructure Finance Company Ltd has filed an application before Debt Recovery Tribunal, Delhi, for recovery of Rs. 179.17 Crores under a guarantee alleged to have been given by Essel Infraprojects Limited on behalf of Essel Ahmedabad Godhra Toll Roads Limited. The matter is pending adjudication.
 21. Yes Bank Limited has filed an application for recovery of Rs. 251.64 Crores under a guarantee alleged to have been given by Essel Infraprojects Limited on behalf of Elouise Green Mobility Limited, before Debt Recovery Tribunal, Delhi. The matter is pending adjudication.
 22. IFCI Venture Capital Funds Limited has filed an application before Debt Recovery Tribunal, Delhi for recovery Rs. 14.51 Crores under a guarantee alleged to have been given by Essel Infraprojects Limited on behalf of Pan India Infraprojects Private Limited (a company undergoing Insolvency proceedings). The matter is pending adjudication.
 23. Corporation Bank (now merged with the Union Bank of India) has filed an application before Debt Recovery Tribunal, Delhi for recovery of Rs.110.48 Crores under a guarantee alleged to have been given by Essel Infraprojects Limited on behalf of Pan India Infraprojects Private Limited (a company undergoing Insolvency proceedings). The matter is pending adjudication.
 24. SEBI has issued a show cause notice dated 15 July 2022, against Cyquator Media Services Private Limited and show cause notice dated 15 July 2022 against Zee Entertainment Enterprises Limited under Rule 4(1) of Securities and Exchange Board of India (Procedure for Holding Inquiries and Imposing Penalties) Rules, 1995 read with Section 15I of Securities and Exchange Board of India Act, 1992. Prior to filing a reply to the show cause notice, Cyquator Media Services Private Limited has requested for inspection of certain documents from Securities and Exchange Board of India.
 25. For AY 2017-18, demand of Rs. 2.64 Crores was raised by Deputy Commissioner of Income Tax (8)(2)(2), Mumbai, under Section 143(3) of the Income Tax Act, 1961 on Sprit Infrapower and Multiventures Private Limited for disallowance of depreciation on goodwill of Rs. 15.32 Crores. The Company has filed an appeal with the Commissioner of Income Tax (Appeals), which is currently pending.
 26. For AY 2018-19, demand of Rs. 1.67 Crores was raised by Income Tax Officer, National Faceless Assessment Centre, Delhi, under Section 143(3) of the Income Tax Act, 1961 on Sprit Infrapower & Multiventures Private Limited for additions of Transfer Pricing Adjustment of Rs. 5.30 Crores. The Company has filed an appeal with the Commissioner of Income Tax (Appeals), which is currently pending.
 27. For AY 2013-14, demand of Rs. 3.68 Crores was raised by Deputy Commissioner of Income Tax 6(2)(1), Mumbai, under Section 143(3) of the Income Tax Act, 1961 on Sprit Infrapower and Multiventures Private Limited for disallowance under Section 68 of Rs. 20 Crores and disallowance of speculation loss under Section 73 of Rs. 19.95 Crores. The Company has filed an appeal with the Commissioner of Income Tax (Appeals), which is currently pending.
 28. For AY 2010-11, demand of Rs. 5.03 Crores was raised by Deputy Commissioner of Income Tax 6(2), Mumbai, under Section 143(3) of the Income Tax Act, 1961 on Sprit Infrapower and Multiventures Private Limited for addition of speculation profit of Rs. 10.09 Crores to taxable income, disallowance under Section 14A of Rs. 27.66 Crores, disallowance under Section 36(1)(iii) of Rs. 12.26 Crores and disallowance under Section 37(1) of Rs. 0.07 Crore. The Company has filed an appeal with the Commissioner of Income Tax (Appeals), which is currently pending.

29. For AY 2010-11, demand of Rs. 2.08 Crores was raised by Deputy Commissioner of Income Tax 7(1), Mumbai, under Section 143(3) of the Income Tax Act, 1961 on Sprit Infrapower & Multiventures Private Limited for disallowance under section 14A of Rs. 10.78 Crores, disallowance under section 36(1)(iii) of Rs. 9.22 Crores and disallowance of speculation loss under section 73 of Rs. 0.63 Crore. The Company has filed an appeal with the Commissioner of Income Tax (Appeals), which is currently pending.
30. For AY 2011-12, demand of Rs. 3.09 Crores was raised by Deputy Commissioner of Income Tax 7(1), Mumbai, under Section 143(3) of the Income Tax Act, 1961 on Sprit Infrapower & Multiventures Private Limited for disallowance under Section 14A of Rs. 12.53 Crores, disallowance under Section 36(1)(iii) of Rs. 7.27 Crores, disallowance under Section 37 of Rs. 0.18 Crore and disallowance of speculation loss under Section 73 of Rs. 0.74 Crore. The Company has filed an appeal with the Commissioner of Income Tax (Appeals), which is currently pending.
31. For AY 2015-16, demand of Rs. 1.2 Crores was raised by Assistant Commissioner of Income Tax 6(2)(1), Mumbai, under Section 143(3) of the Income Tax Act, 1961 on Cyquator Media Services Private Limited for disallowance under Section 14A of Rs. 38.53 Crores. The Company has filed an appeal with the Commissioner of Income Tax (Appeals), which is currently pending.
32. For AY 2016-17, demand of Rs. 3.04 Crores was raised by Assistant Commissioner of Income Tax 6(2)(1), Mumbai, under Section 143(3) of the Income Tax Act, 1961 on Cyquator Media Services Private Limited for disallowance under Section 14A of Rs. 50.15 Crores. The Company has filed an appeal with the Commissioner of Income Tax (Appeals), which is currently pending.
33. For AY 2012-13, demand of Rs. 4.64 Crores was raised on Essel Infraprojects Limited under section 147 of the Income Tax Act, 1961 for disallowance of project expenditure of Rs. 14.12 Crores and disallowance of Rs. 24.56 Crores under section 14A, by the Assistant Commissioner of Income Tax. The Company has filed an appeal against the demand before Commissioner of Income Tax (Appeal), which is currently pending.
34. For AY 2014-15, demand of Rs. 0.57 Crores was raised on Essel Infraprojects Limited under section 147 of the Income Tax Act, 1961, for disallowance of Rs. 10.22 Crores under section 14A, by the Deputy Commissioner of Income Tax. The Company has filed an appeal against the demand before the Commissioner of Income Tax (Appeal), which is currently pending.
35. For AY 2014-15, demand of Rs. 0.76 Crores was raised on Essel Infraprojects Limited under section 147 of the Income Tax Act, 1961 for Inter Corporate Deposits of Rs.2.50 Crores by National Faceless Assessment Centre. The Company has filed an appeal against the demand before Commissioner of Income Tax (Appeal), which is currently pending.
36. For AY 2015-16, demand of Rs. 1.09 Crores was raised on Essel Infraprojects Limited under section 154 of the Income Tax Act, 1961, for disallowance of Rs. 11.37 Crores under section 14A, by the Assistant Commissioner of Income Tax. The Company has filed an appeal against the demand before Commissioner of Income Tax (Appeal), which is currently pending.
37. For AY 2016-17, demand of Rs.0.66 Crores was raised on Essel Infraprojects Limited under section 143(3) of the Income Tax Act, 1961, for disallowance of Rs. 17.40 Crores under section 14A, by the Assistant Commissioner of Income Tax. The Company has filed an appeal against the demand, before Commissioner of Income-tax (Appeal), which is currently pending.
38. For AY 2017-18, demand of Rs.3.56 Crores was raised on Essel Infraprojects Limited under section 143(3) of the Income Tax Act, 1961 for disallowance of Rs. 16.49 Crores under section 14A, and

disallowance of project and bidding expenses of Rs. 1.66 Crores, by the Assistant Commissioner of Income Tax. The Company has filed an appeal against the demand before Commissioner of Income Tax (Appeal), which is currently pending.

39. For AY 2018-19, demand of Rs. 0.46 Crores was raised on Essel Infraprojects Limited under section 143(3) of the Income-tax Act, 1961, for disallowance of project and bidding expenses of Rs.2.87 Crores by National e-Assessment Centre. The Company has filed an appeal against the demand before Commissioner of Income Tax (Appeal), which is currently pending.
40. Demand of Rs. 1.81 Crores against Essel Infraprojects Limited has been raised by the Assessment Officer due to disallowance towards non submission of form C on in-transit sale. Appeal has been filed before the Sales Tax Tribunal against the order of the Commissioner of Appeal (Sales Tax). Appeal is pending for hearing.
41. Demand notice issued by Commissioner of State Tax, Dhar (Madhya Pradesh) for Rs. 0.71 Crore against Essel Infraprojects Limited for the AYs 2014-15 and 2015-16, and for disallowance due to non-submission of original E1/E2 forms. Appeal has been filed before the Commissioner of Appeal (Sales Tax) against the order of the Commissioner of State Tax. Appeal is pending for hearing.
42. Demand notice against Essel Infraprojects Limited has been issued by State of Tax officer, Bhubaneswar for Rs.2.45 Crores arising from non-payment of GST. The company is taking necessary steps in this regard.

DCS/AMAL/MJ/IP/2425/2022-23

"E-Letter"

July 29, 2022

The Company Secretary,
ZEE ENTERTAINMENT ENTERPRISES LTD.
 18th Floor - A Wing,
 Marathon Futurex, N M Joshi Marg,
 Lower Parel, Mumbai- 400013.

Dear Sir,

Sub: Observation letter regarding the Composite Scheme of Arrangement amongst Zee Entertainment Enterprises Limited and Bangla Entertainment Private Limited and Sony Pictures Networks India Private Limited and their respective Shareholders and Creditors.

We are in receipt of the Draft Composite Scheme of Arrangement of Zee Entertainment Enterprises Limited as required under SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017; SEBI vide its letter dated July 28, 2022 has inter alia given the following comment(s) on the draft scheme of Arrangement:

- i. "Company shall disclose all details of ongoing adjudication & recovery proceedings, prosecution initiated and all other enforcement action taken, if any, against the Company, its promoters and directors, before Hon'ble NCLT and shareholders, while seeking approval of the scheme."
- ii. "Company shall ensure that additional information, if any, submitted by the Company after filing the scheme with the stock exchange, from the date of receipt of this letter is displayed on the websites of the listed company and the stock exchanges."
- iii. "Company shall ensure compliance with the said circular issued from time to time."
- iv. "The entities involved in the Scheme shall duly comply with various provisions of the Circular."
- v. "Company is advised that the information pertaining to all the Unlisted Companies involved in the Scheme shall be included in the format specified for abridged prospectus as provided in Part E of Schedule VI of the ICDR Regulations, 2018, in the explanatory statement or notice or proposal accompanying resolution to be passed, which is sent to the shareholders for seeking approval."
- vi. "Company shall ensure that the financials in the scheme including financials considered for valuation report are not for period more than 6 months old."
- vii. "Company is advised that the details of the proposed scheme under consideration as provided by the Company to the Stock Exchange shall be prominently disclosed in the notice sent to the Shareholders."
- viii. "Company is advised that the proposed equity shares to be issued in terms of the Scheme shall mandatorily be in demat form only."

- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble NCLT. Further, where applicable in the explanatory statement of the notice to be sent by the company to the shareholders, while seeking approval of the scheme, it shall disclose Information about unlisted companies involved in the format prescribed for abridged prospectus as specified in the circular dated March 10, 2017.

However, the listing of equity shares of Sony Pictures Networks India Private Limited shall be subject to SEBI granting relaxation under Rule 19(2)(b) of the Securities Contract (Regulation) Rules, 1957 and compliance with the requirements of SEBI circular. No. CFD/DIL3/CIR/2017/21 dated March 10, 2017. Further, Sony Pictures Networks India Private Limited shall comply with SEBI Act, Rules, Regulations, directions of the SEBI and any other statutory authority and Rules, Byelaws, and Regulations of the Exchange.

The Company shall fulfill the Exchange's criteria for listing the securities of such company and also comply with other applicable statutory requirements. However, the listing of shares of Sony Pictures Networks India Private Limited is at the discretion of the Exchange. In addition to the above, the listing of Sony Pictures Networks India Private Limited pursuant to the Scheme of Arrangement shall be subject to SEBI approval and the Company satisfying the following conditions:

1. To submit the Information Memorandum containing all the information about Sony Pictures Networks India Private Limited in line with the disclosure requirements applicable for public issues with BSE, for making the same available to the public through the website of the Exchange. Further, the company is also advised to make the same available to the public through its website.
2. To publish an advertisement in the newspapers containing all Sony Pictures Networks India Private Limited in line with the details required as per the aforesaid SEBI circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017. The advertisement should draw a specific reference to the aforesaid Information Memorandum available on the website of the company as well as BSE.
3. To disclose all the material information about Sony Pictures Networks India Private Limited on a continuous basis so as to make the same public, in addition to the requirements if any, specified in Listing Agreement for disclosures about the subsidiaries.
4. The following provisions shall be incorporated in the scheme:
 - I. The shares allotted pursuant to the Scheme shall remain frozen in the depository system till listing/trading permission is given by the designated stock exchange."
 - II. "There shall be no change in the shareholding pattern of Sony Pictures Networks India Private Limited between the record date and the listing which may affect the status of this approval."

Further you are also advised to bring the contents of this letter to the notice of your shareholders, all relevant authorities as deemed fit, and also in your application for approval of the scheme of Arrangement.



Kindly note that as required under Regulation 37(3) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the **validity of this Observation Letter shall be Six Months from the date of this Letter**, within which the scheme shall be submitted to the NCLT.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Further, it may be noted that with reference to Section 230 (5) of the Companies Act, 2013 (Act), read with Rule 8 of Companies (Compromises, Arrangements and Amalgamations) Rules 2016 (Company Rules) and Section 66 of the Act read with Rule 3 of the Company Rules wherein pursuant to an Order passed by the Hon'ble National Company Law Tribunal, a Notice of the proposed scheme of compromise or arrangement filed under sections 230-232 or Section 66 of the Companies Act 2013 as the case may be **is required to be served upon the Exchange seeking representations or objections if any.**

In this regard, with a view to have a better transparency in processing the aforesaid notices served upon the Exchange, the Exchange has **already introduced an online system of serving such Notice along with the relevant documents of the proposed schemes through the BSE Listing Centre.**

Any service of notice under Section 230 (5) or Section 66 of the Companies Act 2013 seeking Exchange's representations or objections if any, **would be accepted and processed through the Listing Centre only and no physical filings would be accepted.** You may please refer to circular dated February 26, 2019 issued to the company.

Yours faithfully,
Sd/-

Rupal Khandelwal
Assistant General Manager



भारतीय ब्रोकरिंग एंड फ्यूचर्स (इंटरनेट) लिमिटेड (BSE इंडिया लिमिटेड)
BSE India Limited (Formerly: National Stock Exchange of India Limited)
Floor 5D, P.O. Services, Industrial Estate, Bandra West, Mumbai - 400 050, India
T: +91 (22) 2302 2000 F: +91 (22) 2302 2001 C: +91 (22) 2302 2002 E: info@bseindia.com
www.bseindia.com



National Stock Exchange Of India Limited

Ref: NSE/LIST/29660_II

July 29, 2022

The Company Secretary
Zee Entertainment Enterprises Limited
18th Floor, A Wing
Marathon Futurex, N M Joshi Marg
Lower Parel, Mumbai - 400013.

Kind Attn.: Mr. Ashish Agarwal

Dear Sir,

Sub: Observation Letter for Draft Composite Scheme of Arrangement between Zee Entertainment Enterprises Limited (Transferor company 1), Bangla Entertainment Private Limited (Transferor company 2) and Sony Pictures Networks India Private Limited (Transferee company) and their respective Shareholders and Creditors.

We are in receipt of Draft Composite Scheme of Arrangement between Zee Entertainment Enterprises Limited (Transferor company 1), Bangla Entertainment Private Limited (Transferor company 2) and Sony Pictures Networks India Private Limited (Transferee company) and their respective Shareholders and Creditors vide application dated January 11, 2022.

Based on our letter reference no. NSE/LIST/29660 dated April 04, 2022, submitted to SEBI and pursuant to SEBI Circular No. CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 (the "Circular"), kindly find following comments on the draft scheme:

- a. *Company shall ensure that the disclosure of all details of ongoing litigation, adjudication & recovery proceedings, prosecution initiated, and all other enforcement action taken, if any, against the Company, its promoters and directors, before Hon'ble NCLT and shareholders, while seeking approval of the scheme.*
- b. *Company shall ensure that additional information, if any, submitted by the Company after filing the Scheme with the Stock Exchanges, from the date of receipt of this letter is displayed on the websites of the listed company and the Stock Exchanges.*
- c. *Company shall ensure compliance with the SEBI circulars issued from time to time.*
- d. *The entities involved in the scheme shall duly comply with various provisions of the Circular.*
- e. *Company shall ensure that information pertaining to all the unlisted Companies involved in the scheme, shall be included in the format specified for abridged prospectus as provided in Part E of Schedule VI of the ICDR Regulations, 2018, in the explanatory statement or notice or proposal accompanying resolution to be passed, which is sent to the shareholders for seeking approval.*
- f. *Company shall ensure that the financials in the scheme including financials considered for valuation report are not for period more than 6 months old.*
- g. *Company shall ensure that the details of the proposed scheme under consideration as provided to the stock exchange shall be prominently disclosed in the notice s*

This Document is Digitally Signed

Signer: DIPTI VIJIL CHINCHHEDE
Date: 29/07/2022 18:55:06 IST
Location: NSE





- h. Company shall ensure that the proposed equity shares to be issued in terms of the “scheme” shall mandatorily be in a demat form only.
- i. Company shall ensure that the “scheme” shall be acted upon subject to the applicant complying with the relevant clauses mentioned in the scheme document.
- j. Company shall ensure that no changes to the draft scheme except those mandated by the regulators/tribunals shall be made without specific written consent of SEBI.
- k. Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before NCLT and the company is obliged to bring the observations to the notice of NCLT.
- l. Company to comply with the all applicable provisions of the Companies Act, 2013, rules and regulations issued thereunder including obtaining the consent from the creditors for the proposed scheme.
- m. It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/ stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments/ observations/ representations.
- n. Company shall ensure that all details submitted with SEBI are also incorporated in the explanatory statement accompanying resolution to be passed sent to the shareholders while seeking approval of the scheme, inter alia, including the following:
- Detailed rationale behind sub-division, right issue, bonus issue, and preferential allotment;
 - List of names and shareholding of promoters of post-scheme SPNI;
 - Details of non-compete agreements, parties thereto, consideration involved, source and mode of payment, utilisation of fee for subscription to SPNI shares etc.
- o. Company shall ensure that the entities involved in the scheme to ensure that the scheme does not impact any pending proceedings (including pending cause of actions) for enforcement or those that are in the pipeline against Zee Entertainment Enterprises Limited (whether pending on the appointed date or which may be instituted any time in the future) shall not abate, be discontinued in any way prejudicially affected by reason of the amalgamation of Zee Entertainment Enterprises Limited or of anything contained in the scheme, but the proceedings shall continue and any prosecution shall be enforced by or against Sony Pictures Networks India Private Limited in the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against Zee Entertainment Enterprises Limited, as if the scheme had not been implemented.

It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/ stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to National Stock Exchange of India Limited again for its comments/observations/representations.

This Document is Digitally Signed



Signer: DIPTI VIPIL CHINCHKHEDE
Date: Fri, Jul 29, 2022 18:55:06 IST
Location: NSE



Further, where applicable in the explanatory statement of the notice to be sent by the company to the shareholders, while seeking approval of the scheme, it shall disclose information about unlisted companies involved in the format prescribed for abridged prospectus as specified in the Circular.

Based on the draft scheme and other documents submitted by the Company, including undertaking given in terms of Regulation 11 of SEBI (LODR) Regulations, 2015, we hereby convey our “No objection” in terms of Regulation 94 of SEBI (LODR) Regulations, 2015, so as to enable the Company to file the draft scheme with NCLT.

The Company should also fulfil the Exchange’s criteria for listing of such company and also comply with other applicable statutory requirements. However, the listing of shares of Sony Pictures Networks India Private Limited is at the discretion of the Exchange.

The listing of Sony Pictures Networks India Private Limited pursuant to the Scheme of Arrangement shall be subject to SEBI approval & Company satisfying the following conditions:

1. To submit the Information Memorandum containing all the information about Sony Pictures Networks India Private Limited and its group companies in line with the disclosure requirements applicable for public issues with National Stock Exchange of India Limited (“NSE”) for making the same available to the public through website of the companies. The following lines must be inserted as a disclaimer clause in the Information Memorandum:

“The approval given by the NSE should not in any manner be deemed or construed that the Scheme has been approved by NSE; and/ or NSE does not in any manner warrant, certify or endorse the correctness or completeness of the details provided for the unlisted Company; does not in any manner take any responsibility for the financial or other soundness of the Resulting Company, its promoters, its management etc.”

2. To publish an advertisement in the newspapers containing all the information about Sony Pictures Networks India Private Limited in line with the details required as per SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017. The advertisement should draw a specific reference to the aforesaid Information Memorandum available on the website of the company as well as NSE.
3. To disclose all the material information about Sony Pictures Networks India Private Limited to NSE on the continuous basis so as to make the same public, in addition to the requirements, if any, specified in SEBI (LODR) Regulations, 2015 for disclosures about the subsidiaries.
4. The following provision shall be incorporated in the scheme:
 - (a) “The shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.”
 - (b) “There shall be no change in the shareholding pattern or control in Sony Pictures Networks India Private Limited between the record date and the listing which may affect the status of this approval.”

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Regulations, Guidelines/ Regulations issued by statutory authorities.



This Document is Digitally Signed
Signed: D.P. Tiwari, Director, NSE
Date: Fri, Jul 29, 2022 18:55:06 IST
Location: NSE



The validity of this “Observation Letter” shall be six months from July 29, 2022 within which the scheme shall be submitted to NCLT.

Kindly note, this Exchange letter should not be construed as approval under any other Act /Regulation/rule/bye laws (except as referred above) for which the Company may be required to obtain approval from other department(s) of the Exchange. The Company is requested to separately take up matter with the concerned departments for approval, if any.

The Company shall ensure filing of compliance status report stating the compliance with each point of Observation Letter on draft scheme of arrangement on the following path: NEAPS > Issue > Scheme of arrangement > Reg 37(1) of SEBI LODR, 2015> Seeking Observation letter to Compliance Status.

Yours faithfully,
For National Stock Exchange of India Limited

Dipti Chinchkhede
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL:
<https://www.nseindia.com/companies-listing/raising-capital-further-issues-main-sme-checklist>

This Document is Digitally Signed



Signer: DIPTI VIPIL CHINCHKHEDE
Date: Fri, Jul 29, 2022 18:55:06 IST
Location: NSE

ZEE



Extraordinary Together



March 10, 2022

The Listing Department
BSE Limited ("BSE")
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort Mumbai - 400 001
BSE Scrip Code Equity: 505537
Preference: 717503

Dear Sir/Ma'am,

Sub: Report on complaints in terms of SEBI Master Circular No. SEBI / 190 / CFD / DIL1 / CIR / P / 2021 / 0000000665 dated November 23, 2021 ("SEBI Circular")

Ref: Application No. 145161 dated January 11, 2022, for the proposed composite scheme of arrangement amongst Zee Entertainment Enterprises Limited ("the Company" or "Transferor Company 1"), Bangla Entertainment Private Limited ("Transferor Company 2"), Sony Pictures Networks India Private Limited ("Transferee Company"), and their respective shareholders and creditors.

This is with reference to our Application No. 145161 dated January 11, 2022, under Regulation 37 of the SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015 in relation to the composite scheme of arrangement amongst the Company, Transferor Company 2 and the Transferee Company pursuant to Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("Scheme"). The said Scheme along with the relevant documents were hosted on the website of the BSE on February 16, 2022.

Pursuant to Paragraph (I)(A)(6) of the SEBI Circular, the Company is required to submit a 'Report on Complaints' containing the details of the complaints/comments received by the Company on the Scheme from various sources in the format prescribed under Annexure II of the SEBI Circular within 7 days of expiry of 21 days from the date of filing of the Scheme with the stock exchanges and hosting the Scheme along with the relevant documents on the websites of the stock exchanges and the Company.

The period of 21 days from the hosting of the application (along with the relevant documents) by the BSE expired on March 8, 2022. Accordingly, please find attached herewith the 'Report on Complaints'.

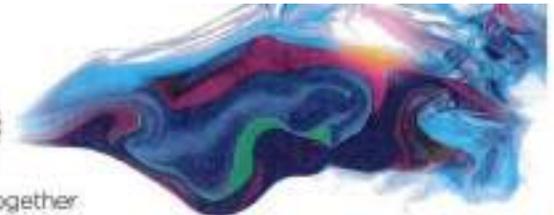
The 'Report on Complaints' is also being uploaded on the website of the Company at <https://www.zee.com/regulatory-filings/>, as required under the SEBI Circular.



Zee Entertainment Enterprises Limited

Regd. Office : 18th Floor, A-Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai - 400 013, India
P: +91 22 706 1234 | F: +91 22 2300 2107 | CIN: L32132MH1982PLC028267 | www.zee.com

ZEE



Extraordinary Together

We request you to take on record the enclosed 'Report on Complaints' and issue the 'No Objection Certificate' to enable us to file the Scheme with the Hon'ble National Company Law Tribunal.

Thanking You,

Yours Faithfully,
For Zee Entertainment Enterprises Limited


Ashish Agarwal
Chief Compliance Officer & Company Secretary
PC96669



Encl: as above

Zee Entertainment Enterprises Limited

Regd. Office : 18th Floor, A-Wing, Marathon Futures, N.M. Joshi Marg, Lower Parel, Mumbai - 400 013, India
R: +91 22 7106 1354 | F: +91 22 2300 2107 | CIN: L92152MH1982PLC028267 | www.zee.com

Extraordinary Together.

Report on Complaints

Part A

Sr. No	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock Exchanges / SEBI	Nil
3.	Total number of complaints/comments received (1 + 2)	Nil
4.	Number of complaints resolved	Not Applicable
5.	Number of complaints pending	Not Applicable

Part B

Sr. No	Name of Complainant	Date of Complaint	Status (Resolved/Pending)
Not Applicable			

For Zee Entertainment Enterprises Limited



Ashish Agarwal
Chief Compliance Officer & Company Secretary
FCS6669

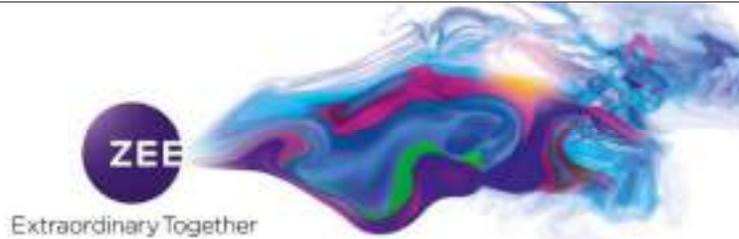


Date: March 10, 2022

Zee Entertainment Enterprises Limited

Regd. Office: 18th Floor, A-Wing, Marathon Futures, H.M. Joshi Marg, Lower Parel, Mumbai - 400 011, India

P: +91 22 706 1254 | F: +91 22 2300 2107 | CIN: L92132MH1982PLC028767 | www.zee.com



July 28, 2022

The Listing Department
BSE Limited ("BSE")
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort Mumbai - 400 001
BSE Scrip Code Equity: 505537

Dear Sir/Ma'am,

Sub: Report on complaints in terms of SEBI Master Circular No. SEBI / HO / CFD / DIL1 / CIR / P / 2021 / 0000000665 dated November 23, 2021 ("**SEBI Circular**")

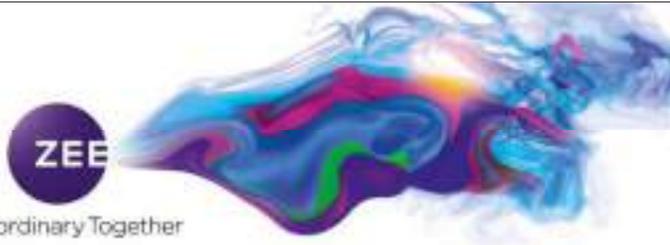
Ref: Application No. 145161 dated January 11, 2022, for the proposed composite scheme of arrangement amongst Zee Entertainment Enterprises Limited ("**the Company**" or "**Transferor Company 1**"), Bangla Entertainment Private Limited ("**Transferor Company 2**"), Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) ("**Transferee Company**"), and their respective shareholders and creditors.

This is with reference to our Application No. 145161 dated January 11, 2022, under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Report of Complaints dated March 10, 2022 in terms of SEBI Circular in relation to the composite scheme of arrangement amongst the Company, Transferor Company 2 and the Transferee Company pursuant to Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("**Scheme**"). The said Scheme along with the relevant documents were hosted on the website of the BSE on February 16, 2022.

Pursuant to Paragraph (I)(A)(6) of the SEBI Circular, the Company has submitted a 'Report on Complaints' dated March 10, 2022 stating that no complaints/comments have been received by the Company on the Scheme in the format prescribed under Annexure II of the SEBI Circular. We have now been requested by the BSE Limited to provide an updated 'Report on Complaints'

Accordingly, please find attached herewith the 'Report on Complaints' stating that no complaints/comments have been received by the Company on the Scheme during the period starting from March 10, 2022 to July 28, 2022.

The 'Report on Complaints' is also being uploaded on the website of the Company at <https://www.zee.com/regulatory-filings/>, as required under the SEBI Circular.



We request you to take on record the enclosed 'Report on Complaints' and issue the 'No Objection Certificate' to enable us to file the Scheme with the Hon'ble National Company Law Tribunal.

Thanking You,

Yours Faithfully,
For Zee Entertainment Enterprises Limited

**ASHISH
 RAMESH
 AGARWAL**
 Ashish Agarwal
 Chief Compliance Officer & Company Secretary
 FCS6669

Digitally signed by Ashish Agarwal
 DN: cn=Ashish Agarwal, o=Zee Entertainment Enterprises Limited, email=ashish.agarwal@zee.com, c=IN
 Date: 2022.07.29 11:32:51 +05'30'

Encl: as above

Zee Entertainment Enterprises Limited

Regd. Office : 8th Floor, A-Wing, Marathon Futures, N.M. Joshi Marg, Lower Panel, Mumbai - 400 053, India
 P: +91 22 7106 1234 | F: +91 22 2330 2107 | CIN : L92132MH1982PLC0028767 | www.zee.com



Extraordinary Together



Report on Complaints
(For the period starting from March 10, 2022 to July 28, 2022)

Part A

Sr. No	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock Exchanges / SEBI	Nil
3.	Total number of complaints/comments received (1 + 2)	Nil
4.	Number of complaints resolved	Not Applicable
5.	Number of complaints pending	Not Applicable

Part B

Sr. No	Name of Complainant	Date of Complaint	Status (Resolved/Pending)
Not Applicable			

For Zee Entertainment Enterprises Limited

ASHISH
RAMESH
AGARWAL

THE BOARD OF DIRECTORS AND SENIOR MANAGEMENT OF ZEE ENTERTAINMENT ENTERPRISES LIMITED (ZEE) HAS REVIEWED THE COMPLAINTS REPORT FOR THE PERIOD MARCH 10, 2022 TO JULY 28, 2022 AND IS SATISFIED WITH THE FINDINGS AND CONCLUSIONS OF THE CHIEF COMPLIANCE OFFICER & COMPANY SECRETARY.

Ashish Agarwal
Chief Compliance Officer & Company Secretary
FCS6669

Date: July 28, 2022

Zee Entertainment Enterprises Limited

Regd. Office - 38th Floor, A-Wing, Marathon Futures, N.M. Joshi Marg, Lower Panel, Mumbai - 400 013, India
P: +91 22 7106 1234 | F: +91 22 2500 2107 | CIN: LB213294R887PLC028767 | www.zee.com

February 24, 2022

The Listing Department
National Stock Exchange of India Limited ("NSE")
Exchange Plaza,
Bandra Kurla Complex,
Bandra (East), Mumbai - 400 051
NSE Symbol: ZEE, EQ
; ZEE.L P2

Dear Sir/Ma'am,

Subj: Report on complaints in terms of SEBI Master Circular No. SEBI / HQ / CFD / DLI /
CLL / P / 2021 / 000000665 dated November 23, 2021 ("SEBI Circular")

Ref: Application No. 29660 dated January 11, 2022, for the proposed composite scheme of arrangement amongst Zee Entertainment Enterprises Limited ("the Company" or "Transferor Company 1"), Bangla Entertainment Private Limited ("Transferor Company 2"), Sony Pictures Networks India Private Limited ("Transferor Company"), and their respective shareholders and creditors.

This is with reference to our Application No. 29660 dated January 11, 2022, under Regulation 37 of the SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015 in relation to the composite scheme of arrangement amongst the Company, Transferor Company 2 and the Transferor Company pursuant to Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("Scheme"). The said Scheme along with the relevant documents were hosted on the website of the NSE on February 3, 2022.

Pursuant to Paragraph 11(A)(6) of the SEBI Circular, the Company is required to submit a 'Report on Complaints' containing the details of the complaints/comments received by the Company on the Scheme from various sources in the format prescribed under Annexure II of the SEBI Circular within 7 days of expiry of 21 days from the date of filing of the Scheme with the stock exchanges and hosting the Scheme along with the relevant documents on the websites of the stock exchanges and the Company.

The period of 21 days from the hosting of the application (along with the relevant documents) by the NSE expired on February 23, 2022. Accordingly, please find attached herewith the 'Report on Complaints'.

The 'Report on Complaints' is also being uploaded on the website of the Company at <https://www.zee.com/regulatory-filings/>, as required under the SEBI Circular.

Zee Entertainment Enterprises Limited

Regd. Office: 15th Floor, A-Wing, Hareketan Futures, N.H. 48th Mile, Lower Panel, Mumbai - 400 015 India
P: +91 22 7106 1134 | F: +91 22 2300 2107 | CIN: L92132MH0803PLC028767 | www.zee.com



ZEE

ZEE

Extraordinary Together

We request you to take on record the enclosed 'Report on Complaints' and issue the 'No Objection Certificate' to enable us to file the Scheme with the Hon'ble National Company Law Tribunal

Thanking You.

Yours Faithfully,

For Zee Entertainment Enterprises Limited


Ashish Agarwal
Chief Compliance Officer & Company Secretary
FCS6669



Encl: as above

Zee Entertainment Enterprises Limited

Regd. Office - 16th Floor, A-Wing, Maxion Future, NM Joshi Marg, Lower Panel, Mumbai - 400 043, India

P: +91 22 2906 1214 , F: +91 22 2500 2107 | CIN: L92132MH1962PLC028767 | www.zee.com

Extraordinary Together
Report on Complaints

Part A

Sr. No	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock Exchanges / SEBI	Nil
3.	Total number of complaints/comments received (1 + 2)	Nil
4.	Number of complaints resolved	Not Applicable
5.	Number of complaints pending	Not Applicable

Part B

Sr. No	Name of Complainant	Date of Complaint	Status (Resolved/Pending)
Not Applicable			

For Zee Entertainment Enterprises Limited


Ashish Aggarwal
Chief Compliance Officer & Company Secretary
FCS6669



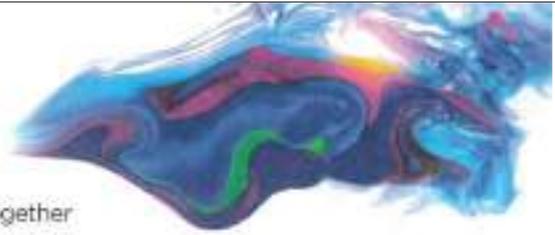
Date: February 24, 2022

Zee Entertainment Enterprises Limited

Regd. Office : 18th Floor, A-Wing, Marathon Futures, N.M. Joshi Marg, Lower Parel, Mumbai - 400 015, India
P. +91 22 2106 1234 | F. +91 22 2390 2107 | CIN: L21102MH1992PLC228767 | www.zee.com



Extraordinary Together



July 29, 2022

The Listing Department
National Stock Exchange of India Limited ("NSE")
Exchange Plaza,
Bandra Kurla Complex,
Bandra (East), Mumbai - 400 051
NSE Symbol: ZEE.EQ

Dear Sir/Ma'am,

Sub: Report on complaints in terms of SEBI Master Circular No. SEBI / HO / CFD / DIL1 / CIR / P / 2021 / 0000000665 dated November 23, 2021 ("SEBI Circular")

Ref: Application No. 29660 dated January 11, 2022, for the proposed composite scheme of arrangement amongst Zee Entertainment Enterprises Limited ("the Company" or "Transferor Company 1"), Bangla Entertainment Private Limited ("Transferor Company 2"), Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) ("Transferee Company"), and their respective shareholders and creditors.

This is with reference to our Application No. 29660 dated January 11, 2022, under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Report of Complaints dated February 24, 2022 in terms of SEBI Circular in relation to the composite scheme of arrangement amongst the Company, Transferor Company 2 and the Transferee Company pursuant to Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("Scheme"). The said Scheme along with the relevant documents were hosted on the website of the NSE on February 3, 2022.

Pursuant to Paragraph (I)(A)(6) of the SEBI Circular, the Company has submitted a 'Report on Complaints' dated February 24, 2022 stating that no complaints/comments have been received by the Company on the Scheme in the format prescribed under Annexure II of the SEBI Circular. We have now been requested by the NSE Limited to provide an updated 'Report on Complaints'

Accordingly, please find attached herewith the 'Report on Complaints' stating that no complaints/comments have been received by the Company on the Scheme during the period starting from January 11, 2022 to July 29, 2022.

The 'Report on Complaints' is also being uploaded on the website of the Company at <http://www.zee.com/regulatory-filings/>, as required under the SEBI Circular.



Zee Entertainment Enterprises Limited

Regd. Office : 18th Floor, A-Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai - 400 035, India
P: +91 22 706 1234 | F: +91 22 2500 2107 | CIN: L92132MH1992PLC028767 | www.zee.com

ZEE

ZEE

Extraordinary Together

We request you to take on record the enclosed 'Report on Complaints' and issue the 'No Objection Certificate' to enable us to file the Scheme with the Hon'ble National Company Law Tribunal.

Thanking You,

Yours Faithfully,
For Zee Entertainment Enterprises Limited


Ashish Agarwal
Chief Compliance Officer & Company Secretary
FCS6669



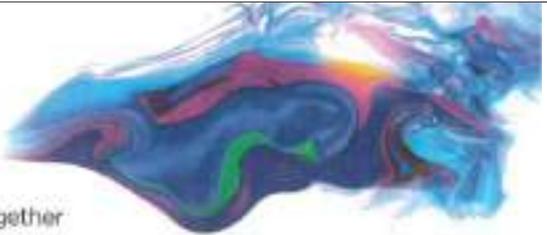
Encl: as above

Zee Entertainment Enterprises Limited

Regd. Office: 18th Floor, A-Wing, Marathon Futurix, N.M. Joshi Marg, Lower Panel, Mumbai - 400 013, India
P: +91 22 7106 1234 | F: +91 22 2300 2307 | CIN: L92132MH1882PLC028767 | www.zee.com



Extraordinary Together



Report on Complaints
(For the period starting from January 11, 2022 to July 29, 2022)

Part A

Sr. No	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock Exchanges / SEBI	Nil
3.	Total number of complaints/comments received (1 + 2)	Nil
4.	Number of complaints resolved	Not Applicable
5.	Number of complaints pending	Not Applicable

Part B

Sr. No	Name of Complainant	Date of Complaint	Status (Resolved/Pending)
Not Applicable			

For Zee Entertainment Enterprises Limited


 Ashish Agarwal
 Chief Compliance Officer & Company Secretary
 ICS6669



Date: July 29, 2022

Zee Entertainment Enterprises Limited

Regd. Office : 18th Floor, A-Wing, Marathon Futures, N.M. Joshi Marg, Lower Panel, Mumbai - 400 013, India
 P: +91 22 7106 1234 | F: +91 22 2300 2107 | CIN: L93332MH1982PLC028767 | www.zee.com

Covering Letter

To,
The Board of Directors
Sony Pictures Networks India Private Limited
4th Floor, Interface, Building No. 7,
Off Malad Link Road,
Mumbai - 400 064, India.

1. We, M S K A & Associates, Chartered Accountant, the Statutory Auditors of Sony Pictures Networks India Private Limited (the "Company" or "Transferee Company"), have been requested by the Company having its registered office at the above-mentioned address vide engagement letter dated December 23, 2021 and addendum dated January 18, 2022 to issue a certificate on the accounting treatment in the books of Transferee Company.
2. The accompanying Annexure 1 certifies the proposed accounting treatment specified in Section II Part D Clause 4.1 and Section III Part D Clause 4.1 of the Draft Composite Scheme of Arrangement between the Company, Zee Entertainment Enterprises Limited (the "Transferor Company 1"), Bangla Entertainment Private Limited (the "Transferor Company 2") and their respective shareholders and creditors (hereinafter referred to as the "Draft Scheme") as approved by the Board of Directors of the Company in their meeting held on December 21, 2021, in terms of the provision of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and circulars issued there under (the "SEBI Regulation"), section 230 to 232 of the Companies Act, 2013 (the "Act") and other applicable provisions of the Act with reference to its compliance with the applicable Indian Accounting Standards as specified under Section 133 of the Act read with Companies (Indian Accounting Standard) Rules, 2015 as amended from time to time (the "applicable accounting standards") and Other Generally Accepted Accounting Principles in India.
3. The proposed accounting treatment in Section II Part D Clause 4.1 and Section III Part D Clause 4.1 of the aforesaid Draft Scheme is reproduced in Annexure 2 to this letter and signed by the Chief Financial Officer of the Company.
4. This letter has to be read in conjunction with Annexure 1 issued by us on even date bearing UDIN 22118247AAAAAF3490.
5. Further, this Certificate supersedes our earlier certificate issued dated January 5, 2022 bearing UDIN no. 22118247AAAAAA7521. Securities and Exchange Board of India ("SEBI") vide their letter dated January 14, 2022 to the Company advised the certificate to be re-issued in the format specified by SEBI as applicable for listed companies.
6. This certificate is addressed to and provided to the Board of Directors of the Company pursuant to the requirements of the SEBI Regulation and section 230 to 232 of the Act for onward submission to National Company Law Tribunal and other regulatory authorities including Securities and Exchange Board of India, the BSE Limited, the National Stock exchange of India, Regional Director, and Ministry of Corporate Affairs. It should not be used by any other person or for any other purpose. M S K A &



Associates shall not be liable to the Company or to any other concerned for any claims, liabilities or expenses relating to this assignment.

Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

Management's Responsibility

7. The responsibility for preparation of the Draft Scheme and its compliance with the relevant laws and regulations, including applicable accounting standards and other Generally Accepted Accounting Principles as aforesaid, is that of the Board of Directors of the Company. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the Draft Scheme and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.
8. The Management is also responsible for ensuring that the Company complies with the requirement of the Act and the Rules, the SEBI Regulation, and accounting the Draft Scheme in accordance applicable accounting standards and other Generally Accepted Accounting Principles as well as ensuring that the Company complies with the requirements and provides all relevant information to the SEBI, the BSE Limited, the National Stock exchange of India, and National Company Law Tribunal ("NCLT") in connection with the Draft Scheme.

Auditor's Responsibility

9. Pursuant to the requirement of the relevant laws and regulations, our responsibility is only to examine and certify whether the proposed accounting treatment referred to in Section II Part D Clause 4.1 and Section III Part D Clause 4.1 of the Draft Scheme referred to above complies with the SEBI Regulation and the applicable accounting standards and other Generally Accepted Accounting Principles.
10. We have verified the following documents of the Company as on January 18, 2022:
 - a) Signed copy of the Merger Cooperation agreement dated December 22, 2021, along with the Schedules and Annexures, entered between Sony Pictures Networks India Private Limited, Bangla Entertainment Private Limited and Zee Entertainment Enterprises Limited.
 - b) The Draft Composite Scheme of Arrangement, annexed as Schedule 9 to the Merger Cooperation agreement.
 - c) Minutes of Board meeting dated December 21, 2021.
11. We conducted our examination of the Annexure 1 in accordance with the 'Guidance Note on Reports or Certificates for Special Purposes' issued by the Institute of Chartered Accountants ('ICAI'). The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by ICAI.



12. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.

For M S K A & Associates
Chartered Accountants
ICAI Firm Registration No. 105047W

VISHAL
VILAS
DIVADKAR

Digitally
signed by
VISHAL VILAS
DIVADKAR

Vishal Vilas Divadkar
Partner
Membership No. 118247
UDIN: 22118247AAAAAF3490

Place: Mumbai
Date: January 19, 2022



Annexure 1

Independent Auditor's Certificate on the proposed accounting treatment specified in the Draft Composite Scheme of Arrangement

To,
The Board of Directors
Sony Pictures Networks India Private Limited
4th Floor, Interface, Building No. 7,
Off Malad Link Road,
Mumbai - 400 064, India.

We, the statutory auditors of Sony Pictures Networks India Private Limited, (hereinafter referred to as "the Company" or "the Transferor Company"), have examined the proposed accounting treatment specified in Section II Part D Clause 4.1 and Section III Part D Clause 4.1 of the Draft Composite Scheme of Arrangement between the Company, Zee Entertainment Enterprises Limited (the "Transferor Company 1"), Bangla Entertainment Private Limited (the "Transferor Company 2") and their respective shareholders and creditors (hereinafter referred to as the "Draft Scheme") as approved by the Board of Directors of the Company in their meeting held on December 21, 2021, in terms of the provision of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and circulars issued there under (the "SEBI Regulation"), section 230 to 232 of the Companies Act, 2013 (the "Act") and other applicable provisions of the Act with reference to its compliance with the applicable Indian Accounting Standards as specified under Section 133 of the Act read with Companies (Indian Accounting Standard) Rules, 2015 as amended from time to time (the "applicable Accounting Standards") and Other Generally Accepted Accounting Principles in India.

The responsibility for the preparation of the Draft Scheme and its compliance with the relevant laws and Regulations, including the applicable Accounting Standards as aforesaid, is that of the Board of Directors of the Companies involved. Our responsibility is only to examine and report whether the Draft Scheme complies with the applicable Accounting Standards and Other Generally Accepted Accounting Principles. Nothing contained in this Certificate, nor anything said or done in the course of, or in connection with the services that are subject to this Certificate, will extend any duty of care that we may have in our capacity of the statutory auditors of any financial statements of the Company. We carried out our examination in accordance with the Guidance Note on Audit Reports and Certificates for Special Purposes, issued by the Institute of Chartered Accountants of India.

Based on our examination and according to the information and explanations given to us, we confirm that the proposed accounting treatment contained in the aforesaid Draft Scheme is in compliance with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and circulars issued there under and all the applicable Indian Accounting Standards as specified under Section 133 of the Act read with Companies (Indian Accounting Standard) Rules, 2015 as amended from time to time and Other Generally Accepted Accounting Principles in India.



MSKA & Associates
Chartered Accountants

This Certificate is issued at the request of the Company pursuant to the requirements of circulars issued under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for onward submission to the National Stock Exchange of India, the BSE Limited, National Company Law Tribunal, Regional Director, and Ministry of Corporate Affairs. This Certificate should not be used for any other purpose without our prior written consent.

For **M S K A & Associates**
Chartered Accountants
ICAI Firm Registration No. 105047W

VISHAL
VILAS
DIVADKAR

Digitally signed
by VISHAL VILAS
DIVADKAR

Vishal Vilas Divadkar
Partner
Membership No. 118247
UDIN: 22118247AAAAAF3490

Place: Mumbai
Date: January 19, 2022



ANNEXURE 2

EXTRACT OF ACCOUNTING TREATMENT IN COMPOSITE SCHEME OF ARRANGEMENT AMONGST ZEE ENTERTAINMENT ENTERPRISES LIMITED ("TRANSFEROR COMPANY 1"), BANGLA ENTERTAINMENT PRIVATE LIMITED ("TRANSFEROR COMPANY 2") AND SONY PICTURES NETWORKS INDIA PRIVATE LIMITED ("TRANSFEREE COMPANY") AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

SECTION II

AMALGAMATION OF THE TRANSFEROR COMPANY 1 WITH AND INTO THE TRANSFEREE COMPANY

PART D

4. ACCOUNTING TREATMENT

4.1 Pursuant to the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company 1 with the Transferee Company in its books of accounts in accordance with the Indian Accounting Standard 103 "Business Combinations" prescribed under Section 133 of the Act read with the relevant rules issued thereunder and other generally accepted accounting principles in India and any other relevant or related requirement under the Act, as applicable on the Effective Date.

SECTION III

AMALGAMATION OF THE TRANSFEROR COMPANY 2 WITH AND INTO THE TRANSFEREE COMPANY

PART D

4. ACCOUNTING TREATMENT

4.1 Pursuant to the Scheme coming into effect, the Transferee Company shall account for the amalgamation of the Transferor Company 2 with the Transferee Company in its books of accounts as per the "Pooling of Interest" method prescribed under Appendix C of the Indian Accounting Standard - 103 - "Business Combinations" (IND AS 103) prescribed under Section 133 of the Act read with the relevant rules issued thereunder and other generally accepted accounting principles in India and any other relevant or related requirement under the Companies Act, as applicable on the Effective Date.

For **Sony Pictures Network India Private Limited,**

NITIN
UMAKANT
NADKARNI

Nitin Nadkarni
Chief Financial Officer

Place: Mumbai
Date: January 19, 2022

Sony Pictures Networks India Private Limited
CIN: U92100MH1995PTC111487
Interface, Building No. 7, 4th Floor,
Off Malad Link Road, Malad (West)
Mumbai – 400 064, India.
Tel: +91 22 6708 1111 | Fax: +91 22 6643 4748
sonypicturesnetworks.com



SHAREHOLDING OF THE PROMOTERS OF THE CULVER MAX ENTERTAINMENT PRIVATE LIMITED ('TRANSFEREE COMPANY') AFTER THE SCHEME BECOMES EFFECTIVE

Sr. No.	Name of Promoter	Number of Shares Held	Percentage of Equity Share Capital
1.	Cyquator Media Services Private Limited	1639340	0.09
2.	Essel Corporate LLP	157845	0.01
3.	Sprit Infrapower & Multiventures Private Limited	340	0.00
4.	Essel Infraprojects Limited	85	0.00
5.	Essel Media Ventures Limited	28181903	1.62
6.	Sunbright International Holdings Limited (formerly known as Essel Holdings Limited)	23486923	1.35
7.	Essel International Limited	1128588	0.06
8.	SPE Mauritius Holdings Limited	426722887	24.58
9.	SPE Mauritius Investments Limited	426722887	24.58
10.	SPE Singapore Holdings, Inc.	72	0.00
11.	CPE India Holdings LLC	3332839	0.19
12.	South Asian Regional Investments Singapore, Pte. Ltd.	13784681	0.79
13.	South Asian Regional Investments Singapore II, Pte. Ltd.	12604307	0.73
14.	Sunbright Mauritius Investments Limited	14684123	0.85
	Total	952446820	54.85

For Culver Max Entertainment Private Limited

RAJKUMAR
SHYAMLAL
BIDAWATKA

Digitally signed by RAJKUMAR
SHYAMLAL BIDAWATKA
Date: 2022.09.01 10:08:13
+05'30'

Rajkumar Bidawatka
Company Secretary & Compliance Officer

Place: Mumbai

Date: September 1, 2022

APPLICABLE INFORMATION IN THE FORMAT SPECIFIED FOR ABRIDGED PROSPECTUS

(AS PROVIDED IN PART E OF SCHEDULE VI OF THE SEBI (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018)

This document contains information pertaining to Bangla Entertainment Private Limited ("Company" or "BEPL") in connection with the composite scheme of arrangement under Sections 230 to 232 and other applicable sections of the Companies Act, 2013 amongst Zee Entertainment Enterprises Limited ("ZEEL"), Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) ("Culver" or "SPNI" or "Transferee Company") and the Company and their respective shareholders and creditors ("Scheme"). This document has been prepared in terms of the requirements specified in Circular No. SEBI/HO/CFD/SSEP/CIR/P/2022/14 dated February 04, 2022 issued by the Securities and Exchange Board of India ("SEBI"), and issued pursuant to Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/000000665 dated November 23, 2021, issued by the SEBI ("SEBI Circular"). The Scheme is also available on the websites of the BSE at www.bseindia.com and NSE at www.nseindia.com. Nothing herein constitutes an offer or invitation by or on behalf of ZEEL or Culver or the Company to subscribe for or purchase any of the securities of Culver.

THIS ABRIDGED PROSPECTUS CONSISTS '15' PAGES. PLEASE ENSURE THAT YOU HAVE RECEIVED ALL THE PAGES.

THIS DOCUMENT DATED AS OF SEPTEMBER 5, 2022 SHOULD BE READ TOGETHER WITH THE SCHEME AND THE NOTICE OF THE SHAREHOLDERS OF ZEEL IN CONNECTION WITH THE SCHEME.

BANGLA ENTERTAINMENT PRIVATE LIMITED

CIN: U92199MH2007PTC270854, Date of Incorporation: February 1, 2007

Registered Office and Corporate Office	Contact Person	Email and Telephone	Website
4th Floor, Interface, Building No. 7, Off Malad Link Road, Malad (West), Mumbai - 400 064	Mr. Ashok Nambissan, Director	<u>Email:</u> Bep1secretarial@setindia.com <u>Telephone:</u> 022 - 6708 1111	https://www.aath.in/



PROMOTERS OF THE COMPANY

South Asian Regional Investments Singapore, Pte. Ltd. and South Asian Regional Investments Singapore II, Pte. Ltd.

Details of Offer to Public: **Not applicable as this document is being issued pursuant to a scheme of arrangement**

Type of Issue (Fresh/ OFS/ Fresh & OFS)	Fresh Issue Size (by no. of shares or by amount in Rs)	OFS Size (by no. of shares or by amount in Rs)	Total Issue Size (by no. of shares or by amount in Rs)	Issue Under 6(1)/ 6(2)	Share Reservation		
					QIB	NII	RII
Not Applicable							

Details of OFS by Promoter(s)/ Promoter Group/ Other Selling Shareholders: **Not applicable as this document is being issued pursuant to a scheme of arrangement**

Name	Type	No of Shares offered/ Amount in Rs.	WACA in Rs per Equity	Name	Type	No of Shares offered/ Amount in Rs	WACA in Rs per Equity
Not Applicable							

Price Band, Minimum Bid Lot & Indicative Timelines

Price Band	Not Applicable
Minimum Bid Lot Size	
Bid/Offer Open On	
Bid/Closes On	
Finalisation of Basis of Allotment	
Initiation of Refunds	
Credit of Equity Shares to Demat accounts of Allottees	
Commencement of trading of Equity Shares	

Details of WACA of all shares transacted over the trailing eighteen months from the date of RHP - Not applicable as this document is being issued pursuant to a scheme of arrangement



Period	Weighted Average Cost of Acquisition (in Rs.)	Upper End of the Price Band is 'X' times the WACA	Range of acquisition price Lowest Price- Highest Price (in Rs.)
Trailing Eighteen Month from the date of RHP	Not Applicable		

RISKS IN RELATION TO THE FIRST OFFER

Not applicable as this document is being issued pursuant to a scheme of arrangement

GENERAL RISKS

Investments in equity and equity related securities involve a degree of risk and the investors should not invest any funds in the equity of Culver unless they can afford to take the risk of losing their investment. Shareholders are advised to read the "Risk Factors" at pages 12-13 of this document carefully before taking any decision in relation to the Scheme. For taking a decision in relation to the Scheme, shareholders must rely on their own examination of the Scheme and the companies involved in the Scheme (including the Company), including the risks involved. The equity shares of the Culver have not been recommended or approved by the SEBI, nor does, SEBI guarantee the accuracy or adequacy of the contents of this document. The Scheme does not envisage any issue to the public at large. Specified attention of the shareholders is invited to the section titled "Objects of the Scheme" and "Risk Factors" at pages 10 and 12-13 of this document.

PROCEDURE

The procedure with respect to public issue/offer is not applicable as the Scheme does not involve issuance of any equity shares by ZEEL or the Transferee Company or the Company to the public. Hence, the procedure with respect to GID (General Information Document) is not applicable.

PRICE INFORMATION OF BRLM's

Issue Name	Name of Merchant Banker	+/- % change in closing price, (+/- % change in closing benchmark)- 30th calendar days from listing	+/- % change in closing price, (+/- % change in closing benchmark)- 90th calendar days from listing	+/- % change in closing price, (+/- % change in closing benchmark) 180th calendar days from listing



Not Applicable

Name of BRLM and contact details (telephone and email id) of each BRLM	Not applicable
Name of Syndicate Members	Not applicable
Name of Registrar to the Issue and contact details (telephone and email id)	Not applicable
Name of Statutory Auditor	Please see details below
Name of Credit Rating Agency and the rating or grading obtained, if any	Not applicable
Name of Debenture trustee, if any.	Not applicable
Self-Certified Syndicate Banks	Not applicable
Non Syndicate Registered Brokers	Not applicable
Details regarding website address(es)/ link(s) from which the investor can obtain list of registrar to issue and share transfer agents, depository participants and stock brokers who can accept application from investor (as applicable)	Not applicable

MERCHANT BANKER

Name and Logo	Contact Person	Email and Telephone
 AXIS CAPITAL	Mr. Sagar Jatakiya / Mr. Pratik Pednekar	bepl@axiscap.in +91 22 4325 2183

Name of Registrar & Share Transfer Agent and Contact Details (telephone and email id)	Not applicable
Name of Statutory Auditor	Price Waterhouse & Co Bangalore LLP, Chartered Accountants Firm registration number: (007567S/S-200012)



PROMOTERS OF THE COMPANY

Sr. No.	Name	Individual/Corporate	Experience & Educational
1.	South Asian Regional Investments Singapore, Pte. Ltd.	Foreign Body Corporate	South Asian Regional Investments Singapore, Pte. Ltd. is a company registered under the laws of Singapore and has its registered office in Singapore. The primary business of South Asian Regional Investments Singapore, Pte. Ltd. is making and holding investments.
2.	South Asian Regional Investments Singapore II, Pte. Ltd.	Foreign Body Corporate	South Asian Regional Investments Singapore II, Pte. Ltd. is a company registered under the laws of Singapore and has its registered office in Singapore. The primary business of South Asian Regional Investments Singapore II, Pte. Ltd. is making and holding investments.

BUSINESS OVERVIEW AND STRATEGY

Company Overview: The Company is incorporated in India and is engaged in the business of *inter alia* acquisition, production, distribution and broadcast of audio-visual content for exploitation of such program services on a worldwide basis.



Product/Service Offering:**Revenue segmentation by product/service offering**

	Financial Year 2022		Financial Year 2021		Financial Year 2020	
	(in INR millions)	%	(in INR millions)	%	(in INR millions)	%
Advertisements income	425.81	56.42	420.03	55.95	361.30	57.00
Subscription income	215.63	28.56	253.74	33.80	259.45	40.93
Licensing income	86.16	11.42	64.38	8.57	12.37	1.95
Distribution and licensing of movies	27.15	3.60	12.61	1.68	0.78	0.12
Total	754.75	100.00	750.76	100.00	633.90	100

Geographies Served:**Revenue segmentation by geographies**

(In INR millions)

Revenue segmentation by geographies	Financial Year 2022	Financial Year 2021	Financial Year 2020
Domestic (India)	752.18	750.76	633.12
Overseas	2.57	NIL	0.78
Total	754.75	750.76	633.90



Key Performance Indicators:

1. Success of the business is dependent upon the ratings of the programs published by Broadcast Audience Research Council (BARC) for television programs. These ratings are considered by the advertisers for allocating their ad expense budgets. Performance of the digital business is dependent upon viewership attracted by such digital programs.
2. Reach of any program is also a parameter considered for the success of any audio/visual program.

Financial key performance indicators (standalone financial statement):

Particulars	Financial Year 2022	Financial Year 2021	Financial Year 2020
Current ratio	55.93	15.98	10.54
Return on equity ratio (%)	24.38	31.55	36.51
Trade receivable turnover ratio	0.74	1.11	1.67
Trade payable turnover ratio	2.36	1.37	1.32
Net profit ratio (%)	59.16	58.37	56.97

Client Profile or Industries Served:**Revenue segmentation in terms of top 5/10 clients or Industries:**

Particulars	Financial Year 2022		Financial Year 2021		Financial Year 2020	
	(in INR millions)	%	(in INR millions)	%	(in INR millions)	%
Top 5 Clients	323.68	42.89	300.81	40.07	290.02	45.75
Top 10 Clients	390.14	51.69	369.35	49.20	342.86	54.09
Total Revenue from Operations	754.75	100.00	750.76	100.00	633.90	100.00

Intellectual Property, if any: The Company is in the business of distributing audio/visual content. Accordingly, the Company owns intellectual property in its own programs. The Company also owns intellectual property in its brand names and logos.



Market Share:

Sr. No	Relevant Market	Market Share in FY21 (%, in ranges)
1.	Market for the Operation and Wholesale Supply of TV Channels in India	Less than 1%
2.	Market for the Retail Supply of Over-the-Top (OTT) AV Content in India	Not present
3.	Market for the Supply of Advertising Airtime on TV Channels in India	Less than 1%

Note: In the interest of full disclosure: (a) the Company has procured the relevant licenses from the Ministry of Information and Broadcasting for Sony Marathi and Sony AATH; (b) the Company owns and operates (including sale of airtime) of Sony AATH except the distribution of it which is done by Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) on an arm's length basis; and (c) Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) owns the content of Sony Marathi, and operates (including sale of air time) and distributes Sony Marathi.

Manufacturing plant, if any: N.A.

Employee Strength: 15, as of August 25, 2022

BOARD OF DIRECTORS

Sr. No.	Name	Designation (Independent / Whole time / Executive)	Experience & Educational Qualification	Other Directorships



1.	Narinder Pal Singh	Director	<p>Experience: Mr. Narinder Pal Singh, aged 62 years, is a director of the Company. He brings with him over 41 years of varied experience in the corporate world. Equipped with a deep understanding of the media and entertainment space, Mr. Singh is insightful about the role the Company could play by bringing rich diversity in content to broaden the television and digital viewership base globally.</p> <p>Educational Qualification: B. Com (Hons), M. Com and FICWA</p>	<p>Indian Companies: (1) Culver Max Entertainment Private Limited (2) Indian Broadcasting & Digital Foundation (3) Broadcast Audience Research Council (4) MSM-Worldwide Factual Media Private Limited (5) Sony Entertainment Talent Ventures India Private Limited (6) Indian Digital Media Industry Foundation</p> <p>Foreign Companies: NIL</p>
2.	Ashok Nambissan	Director	<p>Experience: Mr. Ashok Nambissan, aged 65 years, is a director of the Company. He brings with him a rich experience in corporate relations, legal and regulatory affairs and the standards and practices. He has vast experience in legal and media fields. He is a member of Legal Affairs Committee and Digital Media Content Regulatory Council which are set up by the Indian Broadcasting and Digital Foundation.</p> <p>Educational Qualification: BA, BGL, BL, Diploma in Personnel Management.</p>	<p>Indian Companies: (1) Culver Max Entertainment Private Limited (2) MSM- Worldwide Factual Media Private Limited</p> <p>Foreign Companies: NIL</p>



OBJECTS OF THE SCHEME

The Scheme is presented under the provisions of Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 and rules made thereunder and the relevant provisions of the SEBI Circular, and the relevant provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"), for: (i) sub-division of the share capital of SPNI and issuance and allotment of the SPNI Bonus Shares (*as defined in the Scheme*) by way of a bonus issue ("**Bonus Issuance**"), and issuance and allotment of (x) the SPNI Subscription Shares (*as defined in the Scheme*) by way of a rights issue by SPNI to the SPNI Shareholder(s) (*as defined in the Scheme*) that subscribe to the rights issue, in consideration of the contribution of the SPNI Subscription Amount (*as defined in the Scheme*) to SPNI by such SPNI Shareholder(s) and (y) the Essel Subscription Shares (*as defined in the Scheme*) of a preferential issue by SPNI to Sunbright International Holdings Limited and Sunbright Mauritius Investment Limited, in the proportion set out in the Scheme, in consideration of the contribution of the Essel Subscription Amount (*as defined in the Scheme*) to SPNI by Sunbright International Holdings Limited and Sunbright Mauritius Investment Limited (the share issuance in (x) and (y) collectively referred to as the ("**Share Issuance**"); (ii) amalgamation of ZEEL with and into SPNI in accordance with Section 2 (1B) of the Income-tax Act, 1961; (iii) amalgamation of the Company with and into SPNI in accordance with Section 2 (1B) of the Income-tax Act, 1961, and (iv) certain arrangements amongst the SPE Mauritius Investments Limited and SPE Mauritius Holdings Limited and the Essel group (*as listed in the Scheme*) pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 and rules made thereunder, and the relevant provisions of the SEBI Circular and the Listing Regulations. In addition, the Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

With a view to consolidate the business interests of ZEEL, SPNI and the Company, ZEEL, SPNI and the Company have decided that ZEEL and the Company, be amalgamated with SPNI.

ZEEL, SPNI and the Company believe that (a) the proposed sub-division of the share capital of SPNI, the Bonus Issuance to the SPNI Shareholder(s) and Share Issuance to the SPNI Shareholder(s), Sunbright International Holdings Limited and Sunbright Mauritius Investment Limited; (b) the proposed amalgamation of ZEEL with and into SPNI; (c) the proposed amalgamation of the Company with and into SPNI, and (d) the other arrangements contemplated under the Scheme, would be to the benefit of the shareholders and creditors of each of ZEEL, SPNI and the Company and would, *inter alia*, have the following benefits:

- (a) the proposed amalgamation and Share Issuance will enable ZEEL, SPNI and the Company to combine their businesses and create a financially strong amalgamated company. Each of ZEEL, SPNI and the Company bring well recognized entertainment offerings across platforms that will enable the amalgamated company to cater to the entertainment needs of viewers across various segments and age groups;
- (b) ZEEL, SPNI and the Company have a history of bringing quality entertainment content to audiences across India. The amalgamated company will be well positioned to capitalize on the growth in the television broadcasting market;
- (c) each of ZEEL, SPNI and the Company have a strong presence in the digital media space. ZEEL and SPNI are amongst the leading over the top platforms. Each of ZEEL's, SPNI's and the Company's content and strengths when combined will position the amalgamated company to capitalize on the rapid growth in the digital market and compete with market leaders;
- (d) the combined scale and audience reach of the amalgamated company across television and digital platforms, will also enable it to compete effectively for advertisers. The financial strength of the



amalgamated company will also enable it to compete effectively for acquiring upcoming rights to marquee sporting events across cricket and other sports; and

- (e) each of ZEEL, SPNI's and the Company have a strong brand recall across both television and digital media markets and as both markets evolve and grow, the amalgamated company will be well positioned to compete effectively with its peers in these markets. The transactions contemplated by the Scheme provides an opportunity that benefits all the stakeholders of ZEEL, SPNI and the Company.

Details of means of finance: Not applicable as this document is being issued pursuant to a scheme of arrangement

The fund requirements for each of the objects of the issue are stated as follows: (Rs. in crores)

Sr. No.	Objects of the Issue	Total estimated cost	Amount deployed till	Amount to be financed from Net Proceeds	Estimated Net Proceeds Utilization	
					Fiscal 20_	Fiscal 20_
1	Not Applicable					
2	General corporate purposes	Not Applicable				
	Total	Not Applicable				

Details and reasons for non-deployment or delay in deployment of proceeds or changes in utilization of issue proceeds of past public issues / rights issue, if any, of the Company in the preceding 10 years. **Not Applicable**

Name of monitoring agency, if any: **Not Applicable**

Terms of Issuance of Convertible Security, if any: **Not Applicable**

Convertible securities being offered by the Company	Not Applicable
Face Value / Issue Price per Convertible securities:	
Issue Size	
Interest on Convertible Securities	
Conversion Period of Convertible Securities	
Conversion Price for Convertible Securities	
Conversion Date for Convertible Securities	
Details of Security created for CCD	



SHAREHOLDING PATTERN

Sr. No.	Particulars	Pre-issue number of shares	% Holding of Pre-issue
1.	Promoter and Promoter Group		
	South Asian Regional Investments Singapore, Pte. Ltd.	9,03,320	50.00
	South Asian Regional Investments Singapore II, Pte. Ltd.	9,03,320	50.00
2.	Public	NIL	NIL
	Total	18,06,640	100.00

Number/amount of equity shares proposed to be sold by selling shareholders, if any: **Not applicable**

AUDITED STANDALONE FINANCIALS

(in INR millions, except as stated)

Particulars	FY 22	FY 21	FY 20
Total income from operations (net)	769.83	769.60	655.01
Net profit / (loss) before tax and extraordinary items	601.60	620.77	512.87
Net profit / (loss) after tax and extraordinary items	446.49	438.20	361.16
Equity share capital	18.07	18.07	18.07
Reserves and surplus	2,036.35	1,589.86	1,151.67
Net worth	2,054.42	1,607.93	1,169.73
Basic earnings per share (INR)	247.14	242.55	199.91
Diluted earnings per share (INR)	247.14	242.55	199.91
Return on net worth (%)	21.73	27.25	30.88
Net asset value per share (INR)	1,137.15	890.01	647.46

Notes: (1) The relevant financial statements are prepared in accordance with the generally accepted accounting principles in India and the accounting standards notified under the Companies (Accounting Standards) Rules, 2006 (as amended), specified under section 133 and other relevant provisions of the Companies Act, 2013. (2) FY represents financial year ending March 31.

INTERNAL RISK FACTORS

- The Scheme is subject to the conditions/ approvals as envisaged under the Scheme and any failure to receive such approvals or receipt of such approvals with any onerous conditions, may result in the non-implementation of the Scheme.



2. The Company's business is regulated and changes in regulations or failure to obtain required regulatory approvals or comply with applicable legislations, could materially and adversely affect the Company's business. Further, the Company's business could suffer if there are adverse changes to the regulatory environment, including regulations that are framed by the Ministry of Information and Broadcasting and the Telecom Regulatory Authority of India from time to time.
3. The COVID-19 pandemic has adversely affected, and is expected to continue to adversely affect, the Company's business operations, operating results and financial condition. If economic activity stagnates again due to a future increase in infections, it could adversely affect the production, development, advertising rates, sale and distribution of the Company's products and services, resulting in a negative impact on the Company's operating results and financial position.
4. The Company's brand image, reputation and business may be harmed, and the Company may be subject to legal claims if there is a breach or other compromise of the Company's information security or that of its third-party service providers or business partners.
5. The Company operates in a highly competitive industry, and we expect that competition will continue to increase with the entry of new companies. Certain of our competitors may have access to considerable financial and technical resources with which they may compete aggressively. The Company's financial condition and operating results depend on its ability to efficiently anticipate and respond to these established and new competitors.
6. The Company is dependent on production and broadcast equipment and services, communications equipment and services, satellites for its broadcasting business and on information technology, and any technological failures could adversely affect the Company's business.
7. The Company's business is dependent on intellectual property. The Company's intellectual property might be subject to unauthorized use or theft. Any infringement of intellectual property rights of the Company can adversely affect the business of the Company.

SUMMARY OF OUTSTANDING LITIGATIONS, CLAIMS AND REGULATORY ACTION

A. Total number of outstanding litigations against the Company and amount involved

Name of Entity	Criminal Proceedings	Tax Proceedings	Statutory or Regulatory Proceedings	Disciplinary actions by the SEBI or Stock Exchanges against our Promoters	Material Civil Litigations	Aggregate amount involved (in INR million)
Company						
By the Company	NIL	4	NIL	NIL	NIL	67.33
Against the Company	NIL	NIL	NIL	NIL	2	53.71
Directors						
By our Directors	NIL	NIL	NIL	NIL	NIL	NIL



Against the Directors	NIL	NIL	NIL	NIL	NIL	NIL
Promoters						
By Promoters	NIL	NIL	NIL	NIL	NIL	NIL
Against Promoters	NIL	NIL	NIL	NIL	NIL	NIL
Subsidiaries						
By Subsidiaries	NIL	NIL	NIL	NIL	NIL	NIL
Against Subsidiaries	NIL	NIL	NIL	NIL	NIL	NIL

Note: The aggregate amounts involved in the aforesaid litigations do not include interest/penalty (if any).

B. Brief details of all material outstanding litigations against the company and amount involved

Sr. No.	Particulars	Litigation filed by	Current status	Amount involved (INR million)
1.	Calcutta High Court Civil Suit No. 415 of 2014 Ashok Surana vs. Bangla Entertainment Private Limited	Ashok Surana	This case was last listed before the Calcutta High Court on 24.08.2016. The next date of listing / hearing of this case is awaited.	43.10
2.	Calcutta High Court Arbitration Petition No. 680 of 2016 (Sole Arbitrator - Justice Arvind Savant) Ashok Surana vs. Bangla Entertainment Private Limited	Ashok Surana	This case was last listed before the Calcutta High Court on 16.08.2017. The next date of listing / hearing of this case is awaited.	10.61

Note: The aggregate amounts involved in the aforesaid litigations do not include interest/penalty (if any).

C. Regulatory Action, if any - disciplinary action taken by SEBI or stock exchanges against the Promoters in last 5 financial years including outstanding action, if any: **Not Applicable**

D. Brief details of outstanding criminal proceedings against Promoters: **Not Applicable**

ANY OTHER IMPORTANT INFORMATION AS PER THE COMPANY

NIL



DECLARATION BY THE COMPANY

We hereby declare that all relevant provisions of the Companies Act, 1956, the Companies Act, 2013 and the guidelines/regulations issued by the Government of India or the guidelines/regulations issued by the Securities and Exchange Board of India, established under Section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be have been complied with and no statement made in this document is contrary to the provisions of the Companies Act, 1956, the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992 or rules made or guidelines or regulation issued there under, as the case may be. We further certify that all statements in this document are true and correct.

For BANGLA ENTERTAINMENT PRIVATE LIMITED

Name: Narinder Pal Singh

Designation: Director

DIN: 03335912

Date: September 5, 2022

Place: Mumbai



September 5, 2022

To

Bangla Entertainment Private Limited
4th Floor, Interface, Building Number 7,
Off Malad Link Road, Malad (West),
Mumbai 400 064

Sub : Composite Scheme of Amalgamation and Arrangement between Zee Entertainment Enterprises Limited ("ZEEL"), Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) ("CMEPL"), Bangla Entertainment Private Limited ("BEPL") and their respective shareholders and creditors ("Scheme of Arrangement") in accordance with SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021

1. This is with reference to the Scheme of Arrangement and circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 issued by the Securities and Exchange Board of India (the "**SEBI Circular**").
2. We, Axis Capital Limited, have been appointed as the merchant banker for the purposes of compliance with part I (A) paragraph no. 3(a) of the SEBI Circular (the "**Engagement**").
3. As part of our Engagement, we have reviewed
 - (i) the documentations and certifications provided by BEPL
 - (ii) the abridged prospectus dated September 5, 2022 being included in the notice of ZEEL for convening a meeting of its shareholders as per the directions of the National Company Law Tribunal, Mumbai Bench.
4. Based on the above, we confirm that:
 - (i) the information pertaining to BEPL as specified for disclosures in abridged prospectus under Part E, Schedule VI of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, including the SEBI circular no. SEBI/HO/CFD/SSEP/CIR/P/2022/14 dated February 04, 2022 (the "**Applicable Information**") is appropriately disclosed; and
 - (ii) nothing has come to our attention to indicate that the Applicable Information is inaccurate.

Axis Capital Limited
(Formerly "Axis Securities and Sales Limited")
SEBI Merchant Regn No. INB/INM000012039
Member Of: BSE Ltd. & National Stock
Exchange of India Ltd, Mumbai
CIN No. U51903MH2003PLC157853

Corporate Office
Axis House, C-2, Wadia International Centre,
P.B. Marg, Worli, Mumbai - 400 025
Tel No.: 022-43251199 Fax No.: 022-43253000
www.axiscapital.in

Registered Office
Axis House, 8th Floor, Wadia International Centre,
Pandurang Budhwar Marg, Worli, Mumbai - 400 025



5. BEPL was solely responsible for determining applicability of any information specified for disclosures in abridged prospectus under Part E, Schedule VI of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, including the SEBI circular no. SEBI/HO/CFD/SSEP/CIR/P/2022/14 dated February 04, 2022.
6. This certificate does not constitute, or purport to provide, any opinion or advise for investment in any securities of ZEEL, BEPL or CMEPL. For any investment in ZEEL, BEPL or CMEPL, every prospective investor should consult its own advisors. Further, this certificate does not constitute, or purport to provide, any advise or opinion on the Scheme or any other matters related to ZEEL, BEPL or CMEPL except the matters covered in paragraph nos. 3 and 4.
7. This certificate has been issued solely for submission to the addresses in accordance with part I (A) paragraph no. 3(a) of the SEBI Circular and cannot be relied upon by any other party without our prior written consent.

For Axis Capital Limited



Authorized Signatory

Name: Pratik Pednekar

Designation: AVP

Axis Capital Limited
 (erstwhile "Axis Securities and Sales Limited")
 SEBI Merchant Regn No.: MB/INM000013029
 Member Of: BSE Ltd. & National Stock
 Exchange of India Ltd, Mumbai.
 CIN No. U51903MH2003PLC157653

Corporate Office
 Axis House, C-2, Wadia International Centre,
 PDS Marg, Worli, Mumbai - 400025
 Tel No.: 022-43251199 Fax No.: 022-43253000
www.axiscapital.in

Registered Office
 Axis House, 8th Floor, Wadia International Centre,
 Pandurang Budhkar Marg, Worli, Mumbai - 400025



APPLICABLE INFORMATION IN THE FORMAT SPECIFIED FOR ABRIDGED PROSPECTUS

(AS PROVIDED IN PART E OF SCHEDULE VI OF THE SEBI (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018)

This document contains information pertaining to Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) ("Company" or "Transferee Company") in connection with the composite scheme of arrangement under Sections 230 to 232 and other applicable sections of the Companies Act, 2013 amongst Zee Entertainment Enterprises Limited ("ZEEL"), Bangla Entertainment Private Limited ("BEPL") and the Company and their respective shareholders and creditors ("Scheme"). This document has been prepared in terms of the requirements specified in Circular No. SEBI/HO/CFD/SSEP/CIR/P/2022/14 dated February 04, 2022 issued by the Securities and Exchange Board of India ("SEBI"), and issued pursuant to Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021, issued by the SEBI ("SEBI Circular"). The Scheme is also available on the websites of the BSE at www.bseindia.com and NSE at www.nseindia.com. Nothing herein constitutes an offer or invitation by or on behalf of ZEEL or BEPL or the Company to subscribe for or purchase any of the securities of the Company.

THIS ABRIDGED PROSPECTUS CONSISTS '21' PAGES. PLEASE ENSURE THAT YOU HAVE RECEIVED ALL THE PAGES.

THIS DOCUMENT DATED AS OF SEPTEMBER 5, 2022 SHOULD BE READ TOGETHER WITH THE SCHEME AND THE NOTICE OF THE SHAREHOLDERS OF ZEEL IN CONNECTION WITH THE SCHEME.

CULVER MAX ENTERTAINMENT PRIVATE LIMITED
(formerly known as Sony Pictures Networks India Private Limited)

CIN: U92100MH1995PTC111487, Date of Incorporation: September 18, 1995

Registered Office and Corporate Office	Contact Person	Email and Telephone	Website
4 th Floor, Interface, Building Number 7, Off Malad Link Road, Malad (West), Mumbai 400 064	Mr. Rajkumar Bidawatka Company Secretary, Compliance Officer and Head CSR	Email: Spnsecretarial@setindia.com Telephone: +91 22 6708 1111	www.sonypicturesnetworks.com



PROMOTERS OF THE COMPANY

SPE Mauritius Holdings Limited, SPE Mauritius Investments Limited, SPE Singapore Holdings Inc., CPE India Holdings LLC, South Asian Regional Investments Singapore, Pte. Ltd. and South Asian Regional Investments Singapore II, Pte. Ltd.

Details of Offer to Public: **Not applicable as this document is being issued pursuant to a scheme of arrangement**

Type of Issue (Fresh/ OFS/ Fresh & OFS)	Fresh Issue Size (by no. of shares or by amount in Rs)	OFS Size (by no. of shares or by amount in Rs)	Total Issue Size (by no. of shares or by amount in Rs)	Issue Under 6(1)/ 6(2)	Share Reservation		
					QIB	NII	RII
Not Applicable							

Details of OFS by Promoter(s)/ Promoter Group/ Other Selling Shareholders: **Not applicable as this document is being issued pursuant to a scheme of arrangement**

Name	Type	No of Shares offered/ Amount in Rs	WACA in Rs per Equity	Name	Type	No of Shares offered/ Amount in Rs	WACA in Rs per Equity
Not Applicable							

Price Band, Minimum Bid Lot & Indicative Timelines

Price Band	Not Applicable
Minimum Bid Lot Size	
Bid/Offer Open On	
Bid/Offer Closes On	
Finalisation of Basis of Allotment	
Initiation of Refunds	
Credit of Equity Shares to Demat accounts of Allottees	
Commencement of trading of Equity Shares	

Details of WACA of all shares transacted over the trailing eighteen months from the date of RHP - **Not applicable as this document is being issued pursuant to a scheme of arrangement**



Period	Weighted Average Cost of Acquisition (in Rs.)	Upper End of the Price Band is 'X' times the WACA	Range of acquisition price Lowest Price- Highest Price (in Rs.)
Trailing Eighteen Month from the date of RHP	Not Applicable		

RISKS IN RELATION TO THE FIRST OFFER

Not applicable as this document is being issued pursuant to a scheme of arrangement

GENERAL RISKS

Investments in equity and equity related securities involve a degree of risk and the investors should not invest any funds in the equity of the Company unless they can afford to take the risk of losing their investment. Shareholders are advised to read the "Risk Factors" at page 18 of this document carefully before taking any decision in relation to the Scheme. For taking a decision in relation to the Scheme, shareholders must rely on their own examination of the Scheme and the companies involved in the Scheme (including the Company), including the risks involved. The equity shares of the Company have not been recommended or approved by the SEBI, nor does, SEBI guarantee the accuracy or adequacy of the contents of this document. The Scheme does not envisage any issue to the public at large. Specified attention of the shareholders is invited to the section titled "Objects of the Scheme" and "Risk Factors" at pages 15-16 and 18 of this document.

PROCEDURE

The procedure with respect to public issue/offer is not applicable as the Scheme does not involve issuance of any equity shares by ZEEL or BEPL or the Company to the public. Hence, the procedure with respect to GID (General Information Document) is not applicable.

PRICE INFORMATION OF BRIM's

Issue Name	Name of Merchant Banker	+/- % change in closing price, (+/- % change in closing benchmark)- 30th calendar days from listing	+/- % change in closing price, (+/- % change in closing benchmark)- 90th calendar days from listing	+/- % change in closing price, (+/- % change in closing benchmark) - 180th calendar days from listing
Not Applicable				



Name of BRLM and contact details (telephone and email id) of each BRLM	Not applicable
Name of Syndicate Members	Not applicable
Name of Registrar to the Issue and contact details (telephone and email id)	Not applicable
Name of Statutory Auditor	Please see details below
Name of Credit Rating Agency and the rating or grading obtained, if any	Not applicable
Name of Debenture trustee, if any.	Not applicable
Self-Certified Syndicate Banks	Not applicable
Non Syndicate Registered Brokers	Not applicable
Details regarding website address(es)/ link(s) from which the investor can obtain list of registrar to issue and share transfer agents, depository participants and stockbrokers who can accept application from investor (as applicable)	Not applicable

MERCHANT BANKER

Name and Logo	Contact Person (s)	Email and Telephone
	Mr. Sagar Jatakiya / Mr. Pratik Pednekar	culver@axiscap.in +91 22 4325 2183

Name of Registrar & Share Transfer Agent and Contact Details (telephone and email id)	Name: Link Intime India Pvt. Ltd. Address: C-101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai – 400 083 Contact No: 022 4918 6000 Email id: ashok.shetty@linkintime.co.in Website: https://www.linkintime.co.in/ SEBI Registration No.: INR000004058
Name of Statutory Auditor	Current Auditor for Financial Year 2022-23: Price Waterhouse & Co Chartered Accountants LLP Firm registration number: 304026E/E-300009



Previous Auditors for Financial Years 2019-20, 2020-21 and 2021-22: MSKA & Associates, Chartered Accountants
Firm registration number: 105047W

PROMOTERS OF THE COMPANY

Sr. No.	Name	Individual/Corporate	Experience & Educational Qualification
1.	SPE Mauritius Holdings Limited	Foreign Body Corporate	SPE Mauritius Holdings Limited is a company registered under the laws of Mauritius and has its registered office in Mauritius. The primary business of SPE Mauritius Holdings Limited is making and holding investments.
2.	SPE Mauritius Investments Limited	Foreign Body Corporate	SPE Mauritius Investments Limited is a company registered under the laws of Mauritius and has its registered office in Mauritius. The primary business of SPE Mauritius Investments Limited is making and holding investments.
3.	SPE Singapore Holdings Inc.	Foreign Body Corporate	SPE Singapore Holdings Inc. is a company registered under the laws of California, United States of America and has its registered office in California, USA. The primary business of SPE Singapore Holdings Inc. is making and holding investments.
4.	CPE India Holdings LLC	Foreign Body Corporate	CPE India Holdings LLC is a company registered under the laws of Delaware, United States of America and has its registered office in Delaware, United States of America. The primary business of CPE India Holdings LLC making and holding investments.



5.	South Asian Regional Investments Singapore, Pte. Ltd.	Foreign Body Corporate	South Asian Regional Investments Singapore, Pte. Ltd. is a company registered under the laws of Singapore and has its registered office in Singapore. The primary business of South Asian Regional Investments Singapore, Pte. Ltd. is making and holding investments.
6.	South Asian Regional Investments Singapore II, Pte. Ltd.	Foreign Body Corporate	South Asian Regional Investments Singapore II, Pte. Ltd. is a company registered under the laws of Singapore and has its registered office in Singapore. The primary business of South Asian Regional Investments Singapore II, Pte. Ltd. is making and holding investments.

BUSINESS OVERVIEW AND STRATEGY

Company Overview: The Company is incorporated in India and is engaged in the business of *inter alia* (1) creating, owning, operating, programming, providing, transmitting, distributing and promoting linear and non-linear, non-news program services, including sports program services, delivered by any means primarily to viewers in India and the Indian diaspora globally, and (2) production, exhibition, broadcast, re-broadcast, transmission, re-transmission or other exploitation of non-news audio-visual content, including sports content, in any format or in any language spoken in India (including English) for exploitation of such program services.



Product/Service Offering:**Revenue segmentation by product/service offering**

(in INR millions)

	Financial Year 2022		Financial Year 2021		Financial Year 2020	
		%		%		%
Advertisements income	34,084.92	50.53	26,323.59	47.03	30,164.96	51.06
Subscription income	27,047.13	40.09	24,847.03	44.39	26,261.76	44.45
Licensing income	6,166.75	9.14	4,234.35	7.56	2,321.04	3.93
Distribution and licensing of movies	102.00	0.15	382.36	0.68	-	0.00
Sale of programs	62.21	0.09	189.85	0.34	328.19	0.56
Total	67,463.01	100.00	55,977.18	100.00	59,075.95	100.00

Geographies Served:**Revenue segmentation by geographies**

(in INR millions)

Revenue segmentation by geographies	Financial Year 2022	Financial Year 2021	Financial Year 2020
Domestic (India)	59,797.89	50,552.21	51,866.62
Overseas	7,665.12	5,424.97	7,209.33
Total	67,463.01	55,977.18	59,075.95



Key Performance Indicators:

1. Success of the business is dependent upon the ratings of the programs published by the Broadcast Audience Research Council (BARC) for television programs. These ratings are considered by the advertisers for allocating their advertisement expense budgets. Performance of the digital business is dependent upon viewership attracted by such digital programs.
2. Reach of any program is also a parameter considered for the success of any audio/visual program.

Financial key performance indicators (consolidated financial statement):

Particulars	Financial Year 2022	Financial Year 2021	Financial Year 2020
Current ratio	3.80	4.03	2.98
Debt equity ratio	0.02	0.02	0.04
Debt service coverage ratio	13.83	12.17	1.87
Return on equity ratio (%)	13.90	9.73	17.07
Trade receivable turnover ratio	4.88	3.57	3.40
Trade payable turnover ratio	3.73	3.17	3.38
Net profit ratio (%)	13.90	10.40	15.16

Client Profile or Industries Served:**Revenue segmentation in terms of top 5/10 clients or Industries:**

Particulars	Financial Year 2022		Financial Year 2021		Financial Year 2020	
	(in INR millions)	%	(in INR millions)	%	(in INR millions)	%
Top 5 Clients	24,483.17	36.29	21,525.71	38.45	24,283.94	41.11
Top 10 Clients	35,561.74	52.71	30,682.25	54.81	33,229.13	56.25
Total Revenue from Operations	67,463.01	100.00	55,977.18	100.00	59,075.95	100.00

Intellectual Property, if any: The Company is in the business of distributing audio/visual content. Accordingly, the Company owns intellectual property in its own programs. The Company also owns intellectual property in its brand names and logos.



Market Share:

Sr. No	Relevant Market	Market Share in Financial Year 2021 (%. in ranges)
1.	Market for the Operation and Wholesale Supply of TV Channels in India	5-10%
2.	Market for the Retail Supply of Over-the-Top (OTT) AV Content in India	0-5%
3.	Market for the Supply of Advertising Airtime on TV Channels in India	10-15%

Manufacturing plant, if any: N.A.Employee Strength: 1,201, as of August 25, 2022**BOARD OF DIRECTORS**

Sr. No.	Name	Designation (Independent / Whole time / Executive)	Experience & Educational Qualification	Other Directorships
1.	Narinder Pal Singh	Managing Director and CEO	<p>Experience: Mr. Narinder Pal Singh, aged 62 years, is the managing director and CEO of the Company. He brings with him over 41 years of varied experience in the corporate world. Equipped with a deep understanding of the media and entertainment space, Mr. Singh is insightful about the role the Company could play by bringing rich diversity in content to broaden the television and digital viewership base globally.</p> <p>Educational Qualification: B. Com (Hons), M. Com and FICWA</p>	<p>Indian Companies:</p> <ol style="list-style-type: none"> Bangla Entertainment Private Limited Indian Broadcasting & Digital Foundation Broadcast Audience Research Council MSM-Worldwide Factual Media Private Limited Sony Entertainment Talent Ventures India Private Limited Indian Digital Media Industry Foundation <p>Foreign Companies: NIL</p>



2.	Ashok Nambissan	Whole-Time Director	<p>Experience: Mr. Ashok Nambissan, aged 65 years is the whole-time director of the Company. He is responsible for overseeing the corporate relations, legal and regulatory affairs and the standards and practices functions supporting the Company's businesses in India and abroad. He has vast experience in legal and media fields. He is a member of the Legal Affairs Committee and Digital Media Content Regulatory Council which are set up by the Indian Broadcasting and Digital Foundation.</p> <p>Educational Qualification: BA, BGL, BL, Diploma in Personnel Management.</p>	<p>Indian Companies:</p> <ol style="list-style-type: none"> 1. Bangla Entertainment Private Limited 2. MSM-Worldwide Factual Media Private Limited <p>Foreign Companies: NIL</p>
----	-----------------	---------------------	---	--



3.	Erik Illiseh Moreno Jacho	Director	<p>Experience: Mr. Erik Illiseh Moreno Jacho, aged 48 years, is a director of the Company. He currently serves as EVP Corporate Development and M&A at Sony Pictures Entertainment, Inc. He is a seasoned mergers and acquisitions and strategy executive who served as EVP and President of Corporate Development, New Ventures and Investments at Time, Inc. Prior to Time Inc., he held a number of key M&A and leadership roles including: Senior Vice President, Corporate Development, Fox Networks Group, co-General Manager of Mobile Content Venture (a 12-company JV), director of Corporate Development for eBay Inc., and Vice President of Corporate Development and Strategy for Level 3 Communications. He began his career at Gleacher & Co., a boutique investment bank specializing in mergers and acquisitions.</p> <p>Mr. Moreno currently serves on the board of trustees of Strada Education Network, an Indianapolis-based non-profit focusing on higher education completion and success. He is also a member of the advisory boards of The School of Social Policy and Practice at the University of Pennsylvania and the Board of City Year, Los Angeles.</p> <p>Educational Qualification: He is a graduate of the Wharton School of the University of Pennsylvania.</p>	<p>Indian Companies: NIL</p> <p>Foreign Companies:</p> <ol style="list-style-type: none"> 1. City Year Los Angeles
----	---------------------------	----------	---	---



4.	Ravi Singh Ahuja	Director	<p>Experience: Mr. Ravi Singh Ahuja, aged 51 years, is Sony Pictures' Chairman of Global Television Studios and Corporate Development, leading Sony Pictures Television's domestic and international productions, nonfiction and game shows, and the studio's India business. He also oversees Sony Pictures Entertainment, Inc.'s (SPE) Corporate Development and mergers and acquisitions activities.</p> <p>Prior to joining Sony Pictures Entertainment, Inc. in March 2021, Ahuja was the President of Business Operations and CFO of Walt Disney Television. He played a central role in merging Disney/ABC Television and Fox Networks following Disney's acquisition of Fox in early 2019. In his 12 years at Fox, Ahuja formulated and executed on the company's growth initiatives, including those in streaming and new technology. Prior to that, he worked at Virgin Entertainment Group, McKinsey & Company and in investment banking.</p> <p>Educational Qualification: He is holder of BS and MBA degrees from the Wharton School of University of Pennsylvania.</p>	<p>Indian Companies: NIL</p> <p>Foreign Companies:</p> <ol style="list-style-type: none"> 1. Roku Inc.-Director 2. CPE US Networks II Inc. 3. CPE US Networks III Inc. 4. CPE US Networks Inc. 5. S&C Theatres Holding, Inc. 6. Sony Pictures Television China Inc. 7. Sony Pictures Television Productions Russia Inc. 8. SPE China Productions Inc. 9. SPT Colombia Holdings LLC 10. SPT Russia Holdings Inc. 11. Sony Pictures Cable Ventures I Inc. 12. Sony Pictures Television Inc. 13. Sony Pictures Television Networks Games Inc. 14. SPE 3D Net Investments Inc. 15. SPT Channel Holdings Inc. <p><i>Note: Mr. Ahuja holds the position as Chairperson in the companies from Sr. no. 2 to 15</i></p>
----	------------------	----------	--	---



5.	Drew Michael Shearer	Director	<p>Experience: Mr. Drew Michael Shearer, aged 56 years, serves as Executive Vice President & Group Divisional Chief Financial Officer, Sony Pictures Television Entertainment. Serving in this role since 2014, he oversees the global business unit financial support, financial planning, financial analysis and accounting and business development support activities for Sony Pictures Entertainment, Inc.'s operating units and corporate departments with revenue of over \$7 billion for the Fiscal Year ending March 31, 2021. The key business lines within these divisions are: content development, content production, marketing, releasing / sales / licensing, linear and digital and SVOD networks. From 2008 to 2014 he served in this role for the global television business including direct supervision of global accounting/financial reporting and business development. From 2000 to 2008, Drew served in a similar role for the United States television business. He joined Sony Pictures Entertainment, Inc. in 1996 as director of internal audit. Previously, he worked for the audit practice of Deloitte & Touche LLC in Detroit, Michigan.</p> <p>Educational Qualification: He holds a Bachelor of Science degree in Business Administration from Central Michigan University, graduating in 1989.</p>	<p>Indian Companies: NIL</p> <p>Foreign Companies:</p> <ol style="list-style-type: none"> 1. SPE Mauritius Holdings Limited- Director 2. SPE Mauritius Investments Limited - Director
----	----------------------	----------	---	---



6.	Naomi Matsuoka	Additional Director	<p>Experience: Ms. Naomi Matsuoka, aged 56 years is an additional director of the Company.</p> <p>Ms. Matsuoka is the Senior Vice President at Sony Group Corporation in charge of corporate planning, looking after the group's strategy and performance, with a particular focus on businesses in entertainment and finance, where she also serves as a director.</p> <p>She has been a successful global business leader who has built, energized and lead diverse teams across numerous geographies, cultures, and industries.</p> <p>Prior to joining Sony Group, she was the Chief Transformation and Strategy Officer as well as director of AIG Japan and its subsidiaries.</p> <p>She had her long-standing successful career at Goldman Sachs in Investment Banking and Capital Markets as Managing Director.</p> <p>Educational Qualification: She is a graduate of Waseda University, Economics and Politics. She also studied at Kyoto University of Arts.</p>	<p>Indian Companies: NIL</p> <p>Foreign Companies:</p> <ol style="list-style-type: none"> 1. Sony Group Corporation - Senior Vice President 2. Sony Financial Group Inc.- Director
----	----------------	---------------------	---	--



OBJECTS OF THE SCHEME

The Scheme is presented under the provisions of Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 and rules made thereunder and the relevant provisions of the SEBI Circular, and the relevant provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**Listing Regulations**"), for: (i) sub-division of the share capital of the Company and issuance and allotment of the SPNI Bonus Shares (*as defined in the Scheme*) by way of a bonus issue ("**Bonus Issuance**"), and issuance and allotment of (x) the SPNI Subscription Shares (*as defined in the Scheme*) by way of a rights issue by the Company to the SPNI Shareholder(s) (*as defined in the Scheme*) that subscribe to the rights issue, in consideration of the contribution of the SPNI Subscription Amount (*as defined in the Scheme*) to the Company by such SPNI Shareholder(s) and (y) the Essel Subscription Shares (*as defined in the Scheme*) by way of a preferential issue by the Company to Sunbright International Holdings Limited and Sunbright Mauritius Investment Limited, in the proportion set out in the Scheme, in consideration of the contribution of the Essel Subscription Amount (*as defined in the Scheme*) to the Company by Sunbright International Holdings Limited and Sunbright Mauritius Investment Limited (the share issuance in (x) and (y) collectively referred to as the "**Share Issuance**"); (ii) amalgamation of ZEEL with and into the Company in accordance with Section 2 (1B) of the Income-tax Act, 1961; (iii) amalgamation of BEPL with and into the Company in accordance with Section 2 (1B) of the Income-tax Act, 1961, and (iv) certain arrangements amongst the SPE Mauritius Investments Limited and SPE Mauritius Holdings Limited and the Essel group (*as listed in the Scheme*) pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 and rules made thereunder, and the relevant provisions of the SEBI Circular and the Listing Regulations. In addition, the Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

With a view to consolidate the business interests of ZEEL, BEPL and the Company, ZEEL, BEPL and the Company have decided that ZEEL and BEPL, be amalgamated with the Company.

ZEEL, BEPL and the Company believe that (a) the proposed sub-division of the share capital of the Company, the Bonus Issuance to the SPNI Shareholder(s) and Share Issuance to the SPNI Shareholder(s), Sunbright International Holdings Limited and Sunbright Mauritius Investment Limited; (b) the proposed amalgamation of ZEEL with and into the Company; (c) the proposed amalgamation of BEPL with and into the Company, and (d) the other arrangements contemplated under the Scheme, would be to the benefit of the shareholders and creditors of each of ZEEL, BEPL and the Company and would, *inter alia*, have the following benefits:

- (a) the proposed amalgamation and Share Issuance will enable ZEEL, BEPL and the Company to combine their businesses and create a financially strong amalgamated company. Each of ZEEL, BEPL and the Company bring well recognized entertainment offerings across platforms that will enable the amalgamated company to cater to the entertainment needs of viewers across various segments and age groups;
- (b) ZEEL, BEPL and the Company have a history of bringing quality entertainment content to audiences across India. The amalgamated company will be well positioned to capitalize on the growth in the television broadcasting market;
- (c) each of ZEEL, BEPL and the Company have a strong presence in the digital media space. ZEEL and the Company are amongst the leading over the top platforms. Each of ZEEL's, BEPL's and the Company's content and strengths when combined will position the amalgamated company to capitalize on the rapid growth in the digital market and compete with market leaders;
- (d) the combined scale and audience reach of the amalgamated company across television and digital platforms, will also enable it to compete effectively for advertisers. The financial strength of the amalgamated company will also enable it to compete effectively for acquiring upcoming rights to marquee sporting events across cricket and other sports; and



- (e) each of ZEEL, BEPL and the Company have a strong brand recall across both television and digital media markets and as both markets evolve and grow, the amalgamated company will be well positioned to compete effectively with its peers in these markets. The transactions contemplated by the Scheme provides an opportunity that benefits all the stakeholders of ZEEL, BEPL and the Company.

Details of means of finance: **Not applicable as this document is being issued pursuant to a scheme of arrangement**

The find requirements for each of the objects of the issue are stated as follows: (Rs. in crores)

Sr. No.	Objects of the Issue	Total estimate cost	Amount deployed till	Amount to be financed from Net Proceeds	Estimated Net Proceeds Utilization	
					Fiscal 20_	Fiscal 20_
1	Not Applicable					
2	General corporate purposes	Not Applicable				
	Total	Not Applicable				

Details and reasons for non-deployment or delay in deployment of proceeds or changes in utilization of issue proceeds of past public issues / rights issue, if any, of the Company in the preceding 10 years. **Not Applicable**

Name of monitoring agency, if any: **Not Applicable**

Terms of Issuance of Convertible Security, if any: **Not Applicable**

Convertible securities being offered by the Company	Not Applicable
Face Value / Issue Price per Convertible securities	
Issue Size	
Interest on Convertible Securities	
Conversion Period of Convertible Securities	
Conversion Price for Convertible Securities	
Conversion Date for Convertible Securities	
Details of Security created for CCD	



SHAREHOLDING PATTERN

Sr. No.	Particulars	Pre-Issue number of shares	% Holding of Pre-issue
1.	Promoter and Promoter Group		
	SPE Mauritius Holdings Limited	59,02,453	49.67
	SPE Mauritius Investments Limited	59,02,453	49.67
	SPE Singapore Holdings, Inc.	1	Negligible
	CPE India Holdings LLC	46,100	0.39
	South Asian Regional Investments Singapore, Pte. Ltd.	24,490	0.21
	South Asian Regional Investments Singapore II, Pte. Ltd.	8,163	0.06
2.	Public	NIL	NIL
	Total	1,18,83,660	100.00

Number/amount of equity shares proposed to be sold by selling shareholders, if any: **Not applicable**

AUDITED CONSOLIDATED FINANCIALS

(in INR millions, except as stated)

Particulars	FY 22	FY 21	FY 20
Total income from operations (net)	68,675.24	57,216.53	59,611.05
Net profit before tax and extraordinary items	12,729.05	9,678.97	11,479.05
Net profit after tax and extraordinary items	9,375.46	5,822.74	8,955.03
Equity share capital	118.84	118.84	118.84
Other equity	72,122.36	62,659.60	57,016.83
Net worth	72,007.82	62,545.06	56,902.29
Basic earnings per share (INR)	784.98	483.29	747.11
Diluted earnings per share (INR)	784.98	483.29	747.11
Return on net worth (%)	13.02	9.31	15.74
Net asset value per share (INR)	6,075.82	5,275.57	4,794.06

Notes: (1) The relevant financial statements have been prepared in accordance with the Indian Accounting Standards as notified by Ministry of Corporate Affairs pursuant to Section 133 of the Companies Act, 2013. (2) FY represents financial year ending March 31.



INTERNAL RISK FACTORS

1. The Scheme is subject to the conditions/ approvals as envisaged under the Scheme and any failure to receive such approvals or receipt of such approvals with any onerous conditions, may result in the non-implementation of the Scheme.
2. The Company's business is regulated and changes in regulations or failure to obtain required regulatory approvals or comply with applicable legislations, could materially and adversely affect the Company's business. Further, the Company's business could suffer if there are adverse changes to the regulatory environment, including regulations that are framed by the Ministry of Information and Broadcasting and the Telecom Regulatory Authority of India from time to time.
3. The COVID-19 pandemic has adversely affected, and is expected to continue to adversely affect, the Company's business operations, operating results and financial condition. If economic activity stagnates again due to a future increase in infections, it could adversely affect the production, development, advertising rates, sale and distribution of the Company's products and services, resulting in a negative impact on the Company's operating results and financial position.
4. The Company's brand image, reputation and business may be harmed, and the Company may be subject to legal claims if there is a breach or other compromise of the Company's information security or that of its third-party service providers or business partners.
5. The Company operates in a highly competitive industry, and we expect that competition will continue to increase with the entry of new companies. Certain of our competitors may have access to considerable financial and technical resources with which they may compete aggressively. The Company's financial condition and operating results depend on its ability to efficiently anticipate and respond to these established and new competitors.
6. The Company is dependent on production and broadcast equipment and services, communications equipment and services, satellites for its broadcasting business and on information technology, and any technological failures could adversely affect the Company's business.
7. The Company's business is dependent on intellectual property. The Company's intellectual property might be subject to unauthorized use or theft. Any infringement of intellectual property rights of the Company can adversely affect the business of the Company.

SUMMARY OF OUTSTANDING LITIGATIONS, CLAIMS AND REGULATORY ACTION

A. Total number of outstanding litigations against the Company and amount involved

Name of Entity	Criminal Proceedings	Tax Proceedings	Statutory or Regulatory Proceedings	Disciplinary actions by the SEBI or Stock Exchanges against our Promoters	Material Civil Litigations	Aggregate amount involved (in INR million)
Company						
By the Company	26	47	10	NIL	138	22,231.08



Against the Company	10	27	5	NIL	46	13,669.53
Directors						
By our Directors	NIL	7	NIL	NIL	NIL	0.14
Against the Directors	NIL	NIL	NIL	NIL	NIL	NIL
Promoters						
By Promoters	NIL	NIL	NIL	NIL	NIL	NIL
Against Promoters	NIL	NIL	NIL	NIL	NIL	NIL
Subsidiaries						
By Subsidiaries	NIL	1	NIL	NIL	NIL	NIL
Against Subsidiaries	NIL	1	NIL	NIL	NIL	NIL

Notes:

1. There is one case under the heading "Criminal Proceedings" where both the Company and one of its director is a party. Such case has been disclosed in the table above under the heading "Criminal Proceedings against the Company" and has not been disclosed against the heading "Criminal Proceedings against the Directors".
2. All litigations relating to tax are reflected only under the heading "Tax Proceedings". This includes the 7 litigations in which any of the directors of the Company are a party to such matter.
3. The aggregate amounts involved in all the litigations (except NCLT matters) do not include interest and penalty that is payable by the Company/Director.
4. All litigations in which any regulatory /statutory body is a party has been disclosed under the heading "Statutory or Regulatory Proceedings", except for any matters relating to labour laws or tax laws.
5. There is one case), where both the Company and one of its directors is a party. Such case has been disclosed in the table above under the heading "Material Civil Litigation" and has not been disclosed against the heading "Statutory or Regulatory Proceedings".
6. All civil matters where any regulatory/statutory body is a party has been disclosed only under the heading "Statutory or Regulatory Proceedings" and not disclosed under the heading "Material Civil Litigations".
7. Labour matters are reflected under the heading "Material Civil Litigations". There are only three such matters.
8. Out of 15 cases mentioned under the heading "Statutory or Regulatory Proceedings", only 1 case is criminal in nature, and the rest of the 14 proceedings mentioned under the heading "Statutory or Regulatory Proceedings" are civil in nature. Please note that such cases have been mentioned under the heading "Statutory or Regulatory Proceedings" and not under the heading "Criminal Proceedings" or under the heading "Material Civil Litigations".-
9. With respect to matters in which the amount has not been quantified, the said amount has not been reflected in the table above.

B. Brief details of top 5 material outstanding litigations against the company and amount involved

Sr. No.	Particulars	Litigation filed by	Current Status	Amount involved (INR million)
1.	SLP-15374/2019 Commissioner of CGST Mumbai	Commissioner of CGST Mumbai	This case was admitted by the Supreme Court of India on 02.08.2019.	4,452.09



	vs MSM Satellite Singapore Pte Ltd		The case was last listed before Supreme Court of India on 22.10.2019, and thereafter the case has not been listed.	
2.	Central Excise Appeal No. 16/2021 Commissioner of CGST Mumbai vs Sony Pictures Network India Private Limited	Commissioner of CGST Mumbai	This case was last listed before the relevant court/authority on 03.08.2022 for admission. The next date of listing/hearing of this case is 14.09.2022.	2,217.42
3.	9715 of 2009, 17233 of 2010, 34731 of 2012, 5944 of 2015, 22789 of 2014, 25558 of 2014, 637 of 2020 and Diary no 44273 of 2019 (Batch of 8 matters) Dy Director of Income Tax Vs MSM Satellite Singapore	Dy Director of Income Tax	This case has been pending to be heard by the Supreme Court of India. The next date of hearing of this case is 13.09.2022.	1,812.70
4.	Suit No.791 of 2012 Speak Asia Online Pte. Ltd. vs Multi Screen Media & Ors	Speak Asia Online Pte. Ltd.	This case has been transferred from the City Civil Court to the relevant High Court on 03.05.2013. The next date for listing/hearing of this case is awaited.	1000
5.	Income Tax Appeal No. 523 of 2020 Commissioner of Income Tax Vs	Commissioner of Income Tax	This case was last listed before the relevant court / authority on 07.12.2020. The next date for	819.89



	MSM Satellite (Singapore) Pte. Ltd.		listing/hearing of this case is awaited.	
--	---	--	--	--

Note: The matter mentioned at serial number 3 in the table above is a batch of 8 matters that are connected and will be heard by the relevant court/authority together.

- C. Regulatory Action, if any - disciplinary action taken by SEBI or stock exchanges against the Promoters in last 5 financial years including outstanding action, if any: **Not Applicable**
- B. Brief details of outstanding criminal proceedings against Promoters: **Not Applicable**

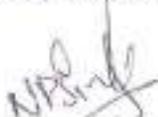
ANY OTHER IMPORTANT INFORMATION AS PER THE COMPANY

NIL

DECLARATION BY THE COMPANY

We hereby declare that all relevant provisions of the Companies Act, 1956, the Companies Act, 2013 and the guidelines/regulations issued by the Government of India or the guidelines/regulations issued by the Securities and Exchange Board of India, established under Section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be have been complied with and no statement made in this document is contrary to the provisions of the Companies Act, 1956, the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992 or rules made or guidelines or regulation issued there under, as the case may be. We further certify that all statements in this document are true and correct.

For CULVER MAX ENTERTAINMENT PRIVATE LIMITED
(formerly known as Sony Pictures Networks India Private Limited)



Name: Narinder Pal Singh
Designation: Managing Director & CEO
DIN: 03335912
Date: September 5, 2022
Place: Mumbai



September 5, 2022

To

Culver Max Entertainment Private Limited
(formerly known as Sony Pictures Networks India Private Limited)

4th Floor, Interface, Building Number 7,
 Off Malad Link Road, Malad (West),
 Mumbai 400 064

Sub : Composite Scheme of Amalgamation and Arrangement between Zee Entertainment Enterprises Limited ("ZEEL"), Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) ("CMEPL"), Bangla Entertainment Private Limited ("BEPL") and their respective shareholders and creditors ("Scheme of Arrangement") in accordance with SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021

1. This is with reference to the Scheme of Arrangement and circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 issued by the Securities and Exchange Board of India (the "SEBI Circular").
2. We, Axis Capital Limited, have been appointed as the merchant banker for the purposes of compliance with part I (A) paragraph no. 3(a) of the SEBI Circular (the "Engagement").
3. As part of our Engagement, we have reviewed
 - (i) the documentations and certifications provided by CMEPL
 - (ii) the abridged prospectus dated September 5, 2022 being included in the notice of ZEEL for convening a meeting of its shareholders as per the directions of the National Company Law Tribunal, Mumbai Bench.
4. Based on the above, we confirm that:
 - (i). the information pertaining to CMEPL as specified for disclosures in abridged prospectus under Part E, Schedule VI of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, including the SEBI circular no. SEBI/HO/CFD/SSEP/CIR/P/2022/14 dated February 04, 2022 (the "Applicable Information") is appropriately disclosed; and
 - (ii). nothing has come to our attention to indicate that the Applicable Information is

Axis Capital Limited
 (Formerly "Axis Securities and Sales Limited")
 SEBI Merchant Regn No. MS/INM000013029
 Member Of: BSE Ltd. & National Stock
 Exchange of India Ltd, Mumbai.
 CIN No. U51902MH2003PLC1578E3

Corporate Office
 Axis House, C-2, Wadia International Centre,
 PD Marg, Worli, Mumbai - 400 025
 Tel No.: 022-43251199; Fax No.: 022-43253000
 www.axiscapital.in

Registered Office
 Axis House, 8th Floor, Wadia International Centre,
 Pandurang Budhkar Marg, Worli, Mumbai - 400 025



AXIS CAPITAL

inaccurate.

5. CMEPL was solely responsible for determining applicability of any information specified for disclosures in abridged prospectus under Part E, Schedule VI of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, including the SEBI circular no. SEBI/HO/CFD/SSEP/CIR/P/2022/14 dated February 04, 2022.
6. This certificate does not constitute, or purport to provide, any opinion or advise for investment in any securities of ZEEL or CMEPL. For any investment in ZEEL or CMEPL, every prospective investor should consult its own advisors. Further, this certificate does not constitute, or purport to provide, any advise or opinion on the Scheme or any other matters related to ZEEL, CMEPL, except the matters covered in paragraph nos. 3 and 4.
7. This certificate has been issued solely for submission to the addresses in accordance with part I (A) paragraph no. 3(a) of the SEBI Circular and cannot be relied upon by any other party without our prior written consent.

For Axis Capital Limited



Authorized Signatory

Name: Sagar Jatakiya

Designation: AVP

Axis Capital Limited
 (Formerly "Axis Securities and Sales Limited")
 SEBI Merchant Regn No.:MS/INM000012029
 Member Of: BSE Ltd. & National Stock
 Exchange of India Ltd., Mumbai
 CIN No. U51900MH2005PLC1578E1

Corporate Office
 Axis House, C-2, Wadia International Centre,
 P.B. Marg, Worli, Mumbai - 400025
 Tel No.: 022-43251199 Fax No.: 022-43253000
www.axiscapital.in

Registered Office
 Axis House, 8th Floor, Wadia International Centre,
 Pandurang Budhkar Marg, Worli, Mumbai - 400025

