

NOTICE – UNSECURED CREDITORS

ENTER 10 TELEVISION PRIVATE LIMITED

Registered Office : 141, Saket Nagar,
Indore (M.P.) 452001
Tel. No. : 0731-4012901 & 4012955
CIN : U51102MP1998PTC012813
E-mail : manish@enterr10.com

MEETING OF UNSECURED CREDITORS OF ENTER 10 TELEVISION PRIVATE LIMITED

[Through Video Conferencing (VC)/ Other Audio- Visual Means (OAVM)]

(Convened pursuant to order dated 22nd July, 2022 passed by
the Hon'ble National Company Law Tribunal, Indore Bench)

Day	:	Saturday
Date	:	10 th September, 2022
Time	:	11.00 A.M
Venue	:	141, Saket Nagar, Indore (M.P.) 452001 India

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, INDORE BENCH
COMPANY APPLICATION CA.(CAA)/5(MP) 2022

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 to 232 and other relevant provisions of the Companies Act, 2013;

And

In the matter of Composite Scheme of Arrangement for Demerger of Production Division between; Enter 10 Television Private Limited (“Transferor/Demerged Company”); into Cinemakers Media Production Private Limited (“Transferee/ Resulting Company”) and their respective shareholders.

From:

Enter 10 Television Private Limited
CIN: U51102MP1998PTC012813
PAN: AADCA400Q
Registered office at 141, Saket Nagar,
Indore (M.P.) 452001
Email: manish@enterr10.com

(Applicant/Transferor/Demerged Company)

NOTICE OF THE MEETING OF THE UNSECURED CREDITORS OF TRANSFEROR/ DEMERGED COMPANY

Notice is hereby given that by an order dated the 22nd July, 2022, the Hon’ble National Company Law Tribunal, Indore Bench has directed that a meeting of Unsecured Creditors of Enter 10 Television Private Limited (“the Transferor/Demerged Company” or “ENTER 10”), to be held through Video Conferencing (VC)/ Other Audio- Visual Means (OAVM) for the purpose of considering, and if thought fit, approving with or without modification(s), the Scheme of Arrangement as proposed for demerger to be made between the ENTER10 and Cinemakers Media Production Private Limited (“the Transferor/ Resulting Company” or CINEMAKERS”) and their respective shareholders and creditors.

In pursuance of the said order and as directed therein further notice is hereby given that a meeting of Unsecured Creditors of the said ENTER10 will be held through Video Conferencing (VC)/ Other Audio-Visual Means (OAVM) and the Registered Office of the Company situated at 141, Saket Nagar, Indore (M.P.) 452001 India shall be deemed to be venue of the Meeting to be held on **Saturday, the 10th September, 2022 at 11.00 A.M.** At the aforesaid meeting, the following resolution will be considered and if thought fit, be passed, with or without modification(s) as a **Special Resolution**:

“RESOLVED THAT pursuant to the provisions of Sections 230-232 of the Companies Act, 2013, and other applicable provisions, if any, of the Companies Act, 2013 including any statutory modifications, re-enactments or amendments thereof and enabling provisions of the Memorandum and Articles of Association of Enter 10 Television Private Limited and subject to the approval of Hon’ble National Company Law Tribunal, Indore Bench, (the “Tribunal”) and such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modification(s) as may be prescribed or imposed by the Tribunal or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the “Board”), the Composite Scheme of Arrangement for Demerger of Production Division/undertaking of Enter 10 Television Private Limited (Transferor/Demerged Company) into Cinemakers Media Production Private Limited (Transferee/Resulting Company) and their respective shareholders and creditors as placed before this meeting, be and is hereby approved by the Unsecured Creditors of the Company.”

“RESOLVED FURTHER THAT the Board of directors of the Company be and is hereby authorized and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by any authorities, Tribunal, while sanctioning the

Composite Scheme of Arrangement for Demerger of Production Division Undertaking of Enter 10 Television Private Limited (Transferor/Demerged Company) into Cinemakers Media Production Private Limited (Transferee/Resulting Company) and their respective shareholders and creditors as considered necessary without any requirement to seek any further consent of the Unsecured Creditors for such amendment(s) if any and to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the Composite Scheme of Arrangement as the Board may deem fit and proper from time to time.

TAKE FURTHER NOTICE THAT Copy of the said Scheme of Arrangement for Demerger alongwith the statement u/s 230 read with section 102 of the Companies Act, 2013 is enclosed with the notice and may also be obtained from the website of the Company www.enterr10tv.com, website of CDSL at www.evotingindia.com and may also be obtained free of charge from the registered office of the company through the authorized representative Mr. Sajal Agrawal who is entitled to attend and vote at the meeting

The Hon'ble Tribunal has appointed CA Dinesh Ajmera (M.No 402629) as the Chairperson and Advocate Jatin Sehgal (Enrolment No. MP High Court M.N. 1857 of 2011) as the Scrutiniser of the said meeting, including for any adjournment or adjournments thereof.

The above mentioned Composite Scheme of Arrangement, for demerger if approved by the meeting, will be subject to the subsequent approval of the Tribunal.

Date: 27th July, 2022

Place: Indore

Enter 10 Television Private Limited

CIN: U51102MP1998PTC012813

Registered Office:

141, Saket Nagar,

Indore (M.P.) 452001

Sd/-

(CA Dinesh Ajmera)

Chairperson appointed for the meeting

Notes:

1. Only Unsecured Creditors of Enter 10 Television Private Limited (“the Transferor”/”Demerged Company” or “ENTER10”) shall be entitled to attend and vote through Video Conferencing (VC)/ Other Audio-Visual Means (OAVM).
2. The documents referred to in the Scheme and accompanying Explanatory Statement shall be open for inspection by the Unsecured Creditors at the registered office of ENTER10 between 11:00 A.M. to 4:00 P.M. on all working days up to the date of the meeting.
3. The Notice, together with the documents accompanying the same, is being sent to all the Unsecured Creditors either by registered post or speed post or by e-mail as per the latest address available with ENTER10 as directed by Tribunal.
4. The notice convening the meeting will be published in (i) Freepress Journal”, in the English Language; and (ii) Dainik Bhaskar”, in the Hindi language in all the editions of Madhya Pradesh.
5. No proxy shall be allowed to attend and vote the meeting through the VC/OAVM.

Instructions for Participate and Vote at the Meeting for the Unsecured Creditors attending the meeting through Video Conferencing (VC)/ Other Audio- Visual Means (OAVM) at the Platform of Central Depository Services Limited (CDSL):

1. Unsecured Creditors will be provided with a facility to attend the Meeting through VC/OAVM through the CDSL e-Voting system. Unsecured Creditors may access the same at [https:// www.evotingindia.com](https://www.evotingindia.com) under login by using the remote evoting credentials. The login Id and password for VC/OAVM will be sent to the Unsecured Creditors to their available email Id with the company, login where the EVSN of Company will be displayed.
2. Unsecured Creditors are encouraged to join the Meeting through Laptops / IPads for better experience.
3. Further Unsecured Creditors 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. Unsecured Creditors who would like to express their views/ask questions during the meeting may register themselves as a speaker by sending their request in advance 7 (Seven) days prior to meeting mentioning their

name, email id, mobile number at email address at manish@enterr10tv.com. The Unsecured Creditors who do not wish to speak during the Meeting but have queries may send their queries in advance 7 (Seven) days prior to meeting mentioning their name, email id, mobile number at email address at manish@enterr10tv.com. These queries will be replied to by the company suitably by email.

6. The result of e-voting will be announced within 48 hours after the close/end of the Meeting and will be available at bseindia.com and Company website at www.enterr10tv.com
7. Those Unsecured Creditors who have registered themselves as a speaker will only be allowed to express their views/ask questions during the meeting.

INSTRUCTIONS FOR UNSECURED CREDITORS FOR REMOTE E-VOTING ARE AS UNDER

- i. The e-voting period begins on 7th September, 2022 (9.00 A.M) and ends on 9th September, 2022 (5.00 P.M). The E-voting module shall be disabled and thereafter, E-voting facility shall be automatically stalled.
- ii. The Members should log on to the e-voting website www.evotingindia.com.
- iii. Click on Unsecured Creditor.
- iv. Enter your User ID as: **XXXXXXXX will be provided by CDSL directly**
- v. Next enter the Image Verification as displayed and Click on Login.
- vi. Enter your password as: **XXXXXXXX will be provided by CDSL directly**
- vii. After entering these details appropriately, click on “SUBMIT” tab.
- viii. Select the EVSN of “ENTER 10 TELEVISION PRIVATE LIMITED “on which you choose to vote.
- ix. On the voting page, you will see “RESOLUTION DESCRIPTION” and against the same the option “YES/NO” for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
- x. Click on the “RESOLUTIONS FILE LINK” if you wish to view the entire Resolution details.
- xi. After selecting the resolution you have decided to vote on, click on “SUBMIT”. A confirmation box will be displayed. If you wish to confirm your vote, click on “OK”, else to change your vote, click on “CANCEL” and accordingly modify your vote.
- xii. Once you “CONFIRM” your vote on the resolution, you will not be allowed to modify your vote.
- xiii. You can also take out print of the voting done by you by clicking on “Click here to print” option on the Votingpage.

INSTRUCTIONS FOR UNSECURED CREDITORS FOR E-VOTING DURING 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 Unsecured Creditors, who are 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 available during the Meeting.
3. If any Votes are cast by the Unsecured Creditor(s) through the e-voting available during the Meeting and if the same Unsecured Creditor(s) have not participated in the meeting through VC/OAVM facility, then the votes cast by such Unsecured Creditor(s) shall be considered invalid as the facility of e-voting during the meeting is available only to the Unsecured Creditor(s) attending the meeting.
4. Unsecured Creditors 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.

If you have any queries or issues regarding attending Meeting & e-Voting from the e-Voting System, you may refer the Frequently Asked Questions (“FAQs”) and e-voting manual available at www.evotingindia.com under help section or write an email to helpdesk.evoting@cdslindia.com or contact at toll free no. 1800 22 55 33

All grievances connected with the facility for voting by electronic means may be addressed to Mr. Rakesh Dalvi, Manager, (CDSL) Central Depository Services (India) Limited, A Wing, 25th Floor, Marathon Futurex, Mafatlal Mill Compounds, N M Joshi Marg, Lower Parel (East), Mumbai - 400013 or send an email to helpdesk.evoting@cdslindia.com or call toll free no. 1800 22 55 33 Or 022-23058542/43.

Explanatory Statement under sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

1. Pursuant to order dated 22nd July, 2022, passed by the Hon'ble National Company Law Tribunal, Indore Bench (the "Tribunal") in Company Application No. CA(CAA)/5(MP)2022, filed jointly by Enter 10 Television Private Limited ("the Transferor/Demerged Company" or "ENTER10") and Cinemakers Media Production Private Limited ("the Transferee"/"Resulting Company" or "CINEMAKERS"), a meeting of the Unsecured Creditors of ENTER10, is being convened through Video Conferencing (VC)/ Other Audio-Visual Means (OAVM) on Saturday the 10th September, 2022 at 11.00 A.M., for the purpose of considering and if thought fit, approving, with or without modification(s), the proposed Composite Scheme of Arrangement for Demerger between the applicants and their respective shareholders and creditors (hereinafter referred to as "the Scheme" or "Scheme of Arrangement for Demerger") under sections 230 to 232 of the Companies Act, 2013 (the "Act"). A copy of the Scheme setting out details of parties involved in the proposed Scheme, appointed date, effective date, share entitlement ratio etc., which has been approved by the Board of Directors of ENTER10 at its meeting held on 2nd June, 2022, is enclosed as **Annexure 1**.
2. This statement is being furnished as required u/s 230(3) and 102 of the Companies Act, 2013, read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
3. **BACKGROUND OF THE COMPANIES**

3.1 ENTER 10 TELEVISION PRIVATE LIMITED ("Transferor"/"Demerged Company") (ENTER10)

is a company incorporated in the State of Madhya Pradesh as Asian Sky Shop Private Limited under the provisions of Companies Act, 1956 on 8th May, 1998 and the name of the Company was changed to Enter 10 Television Private Limited and certificate for change in the name was obtained from the Registrar of Companies on 11th March, 2004 and the Company is having its Corporate Identification Number (CIN): U51102MP1998PTC012813 and Income Tax PAN AADCA4090Q and its Registered Office is situated at 141, Saket Nagar, Indore (M.P) 452001, Email: manish@enterr10tv.com. Enter10 is having main objects to carry business relating to deal in commercial programming broadcasting through satellite network, channels, cables, internet and other media and to carry on business if producer, distributors, video serial, telefilms, etc. in India or elsewhere. Presently Enter10 is having two business undertakings (Segments) i.e. (a) Telecasting and Broadcasting segment/ undertaking; and (b) Production segment (Own Produced Content) segment/ undertaking to cater the requirement different nature of business activities. As more particularly described in the Scheme.

- (a) ENTER10 has not changed its name and registered office out of state during past 5 years;
- (b) ENTER10 has not altered its main objects, during last five years.
- (c) ENTER10 is a private company, and the shares of the company are not issued to public or listed on any exchange.
- (d) The Share Capital of ENTER10 as on 1st April, 2022 is as under:

Share Capital	Amount (In Rs.)
Authorized Share Capital	
70,00,000 Equity Shares of Rs. 10 each	7,00,00,000
TOTAL	7,00,00,000
Issued, subscribed and paid-up Share Capital	
65,10,000 Equity Shares of Rs. 10 each fully paid up	6,51,00,000
TOTAL	6,51,00,000

There has been no change in the authorized, issued, subscribed and paid up share capital of ENTER10 till the date of filing of this Scheme.

- (e) ENTER10 is presently having the following promoters;

S. No.	Name	Address	No. of shares held	% of holding
1	Shri Manish Kumar Singhal	9, Gulmarg Colony, Indore	49,98,000	76.78%
2	Smt. Rajshri Singhal	9, Gulmarg Colony, Indore	5,04,000	7.74%
3	Shri Akshat Singhal	9, Gulmarg Colony, Indore	5,04,000	7.74%
4	Shri Mohit Singhal	9, Gulmarg Colony, Indore	5,04,000	7.74%
	Total		65,10,000	100.00%

- (f) Intere relations with the companies involved in the Scheme: All the promoter shareholders are having the same percentage of shareholding in the Transferee/Resulting Company. There is no intere relation with the applicant companies as the joint venture, associate, holding or subsidiary company as such.

(g) The of list directors of Transferor/Demerged Company as on the date of the notice is as under;

S.No.	Name of directors	Designation	DIN	Address	Date of appointment
1	Shri Manish Singhal	Director	01101911	9, Gulmarg Colony, Indore (M.P.)	08.05.1998
2	Shri Askhat Singhal	Director	08525532	9, Gulmarg Colony, Indore (M.P.)	25.02.2020

3.2 CINEMAKERS MEDIA PRODUCTION PRIVATE LIMITED (“Transferee Company/Resulting Company” or “CINEMAKERS”) is a company incorporated under the provisions of Companies Act, 2013 on 10th January, 2022 in the state of Madhya Pradesh and having its Corporate Identification Number (CIN): U92490MP2022PTC059098 and Income Tax PAN: AAKCC0270F and its Registered Office at 141, Saket Nagar, Indore (M.P) 452001, email sajal@enterr10tv.in. CINEMAKERS is carrying businesses activities and it proposes to carry on business organizing, producing and developing commercial future films, animation, graphics, sound effects, etc. As more particularly described in the Scheme.

- (a) CINEMAKERS has been incorporated on 10th January 2022
 (b) CINEMAKERS has not altered its main objects since its incorporation on 10th January 2022.
 (c) CINEMAKERS is a private company and the shares of the company are not issued to public or listed on any exchange.
 (d) The Share Capital of CINEMAKERS as on 1st April, 2022 is as under:

Particulars	Amount (Rs)
Authorized Capital	
1,50,000 Equity Shares of Rs.10 each	15,00,000
TOTAL	15,00,000
Issued, Subscribed and Paid up Capital	1,00,000
10,000 Equity Shares of Rs.10 each fully paid up	
TOTAL	1,00,000

There has been no change in the authorized, issued, subscribed and paid up share capital of CINEMAKERS till the date of filing of this Scheme.

(e) The Company is presently having the following shareholders and promoters;

S. No.	Name	Address	No. of shares held	% of shares
1	Shri Manish Kumar Singhal	9, Gulmarg Colony, Indore	7,678	76.78%
2	Smt. Rajshri Singhal	9, Gulmarg Colony, Indore	774	7.74%
3	Shri Akshat Singhal	9, Gulmarg Colony, Indore	774	7.74%
4	Shri Mohit Singhal	9, Gulmarg Colony, Indore	774	7.74%
	Total		10,000	100.00%

(f) Interse relations with the companies involved in the Scheme: All the promoter shareholders are having the same percentage of shareholding in ENTER10. There is no interse relation with the applicant companies as the joint venture, associate, holding or subsidiary company as such

(g) The list of directors of CINEMAKERS as on the date of the notice is as under;

S. No.	Name of directors	Designation	DIN	Address	Date of appointment
1	Shri Manish Singhal	Director	01101911	9, Gulmarg Colony, Indore (M.P.)	10.01.2022
2	Shri Askhat Singhal	Director	08525532	9, Gulmarg Colony, Indore (M.P.)	10.01.2022

4. BOARD MEETINGS OF ENTER10 AND CINEMAKERS FOR APPROVAL OF THE SCHEME:

The Scheme has been unanimously approved by the Board of directors of ENTER10 and CINEMAKERS vide resolution passed in the respective Board meetings held on 2nd June, 2022, in which all the directors of Both the companies have attended and voted in favour of the approval of the Scheme of Arrangement for Demerger of Production Division and the resolutions were passed unanimously.

5. KEY FEATURES OF THE SCHEME

5.1 **The Appointed Date is 1st April, 2022** or such other date as may be approved by the Tribunal and agreed to by the Board of the Parties.

5.2 Effective Date of the Scheme the last of the dates on which all the conditions and matters referred to in Clause 18 occur or have been fulfilled, obtained or waived, as applicable, in accordance with this Scheme is the date on which “the certified copies of the Orders of Hon’ble National Company Law Tribunal u/s 230 to 232 of the Act sanctioning the Scheme filed with the Registrar of Companies, Madhya Pradesh at Gwalior.”

5.3 There shall be no increase in the Authorized Share Capital of ENTER10.

5.4 RV Ishan Jain vide their Valuation Report dated 1st June, 2022 determined the relative valuation of ENTER10 and CINEMAKERS, for the purposes of recommending the Share Entitlement Ratio for issuance of shares by CINEMAKERS to the shareholders of ENTER10 pursuant to Demerger of Production Division of ENTER10 with CINEMAKERS. CINEMAKERS, upon this Scheme becoming finally effective, notwithstanding any other provisions of the Companies Act, 2013, in consideration of the transfer and vesting of the Production Division Undertaking CINEMAKERS in terms of the Scheme, the Shareholders of ENTER10 shall deemed to have been allotted without any further application or deed, Equity Shares of Rs. 10/- (Rs. Ten) at a premium of Rs. 407/- (Rs. Four Hundred Seven) per share, credited as fully paid-up, to the extent indicated below (except, to CINEMAKERS itself being the member of ENTER10, if any, in the following proportion:

“89.93 (Eighty Nine Point Ninety Three) Equity Shares of Rs. 10/- (Rs. Ten Only) each of Cinemakers Media Production Private Limited at a premium of Rs. 407/- (Rs. Four Hundred Seven) per share for every 100 (One Hundred) Equity Shares of Rs. 10/- (Rs. Ten Only) each of Enter 10 Television Private Limited for consideration for Demerged Production Division Undertaking”

In case of any fraction of the shares of CINEMAKERS on entitlement to the shareholders of ENTER10, CINEMAKERS shall pay the amount of fractional entitlement in cash as may be required as per the valuation report.

5.5 It is further declared that the following documents are available for inspection by the Unsecured Creditors of ENTER10 at the Registered Office at 141, Saket Nagar, Indore (M.P.) 452001 till the date of the Meeting between 11:00 A.M. to 4:00 P.M. on all working days (except Saturdays, Sundays and public holidays).

- (a) Latest Audited Financial Statements as at 31st March, 2022 of both the companies and the Auditors report thereon;
- (b) Copy of the order of Hon’ble Tribunal in pursuance of which the meeting is to be convened for the Unsecured Creditors of ENTER10 and has been dispensed with the meeting of the members of both the Companies, etc by the order dated 22nd July, 2022 of the Hon’ble Tribunal;
- (c) Copy of Composite Scheme of Arrangement for Demerger;
- (d) Contracts or arrangements material to the Demerger;
- (e) The Certificate issued by the Auditor of ENTER10 and CINEMAKERS to the effect that the accounting treatment, if any, proposed in the Composite Scheme of Arrangement for Demerger is in conformity with the Accounting Standards;
- (f) The Valuation Report of the Registered Valuer for the Equity Shares and the Share Entitlement ratio;
- (g) List of the shareholders, secured and unsecured creditors of ENTER10 and CINEMAKERS as at 27th May, 2022 being the cut-off date;
- (h) Such other information or documents as the Board of Management believes necessary and relevant for making decision for or against the Composite scheme.

5.6 **Rational of Scheme:** It is proposed to segregate the Production Division/Undertaking to the resulting company with the following objectives:

- (a) Owing to the different segment pertaining to Telecasting and Broadcasting Division/ Undertaking (*as defined below*) and Production Division/Undertaking (*as defined below*), the management believes that demerger of the Demerged Undertaking (*as defined below*) will enable it to give desired attention and help to achieve greater focus on the Telecasting and Broadcasting business activities with the specified users which will result in better and more efficient management of the Telecasting and Broadcasting business activities of ENTER10.
- (b) The Production activity is one of the most important activities which needs to be strengthen for having the good content in hand all the time to avoid thirds party dependency. Growing up an independent production house in longer term can result into a separate profit center and provide the uninterrupted supply for the telecasting business.
- (c) Further, the Scheme would bring synergy of operations and lead to greater internal control on business processes and facilitate ease in decision making. It is therefore proposed to merge the Demerged Undertaking (Production Division) with CINEMAKERS as a undertaking.
- (d) The demerger of the Production Division/undertaking business in CINEMAKERS will unlock the potential value of Production Division business and help in sole focus in the production house activities and to attract investors, strategic partners, and stakeholders, etc.

- (e) ENTER10 will continue with the core Telecasting and Broadcasting Division/ Undertaking business activities.
- (f) The financial position of each of the Demerged Company and the Resulting Company shall reflect a positive net-worth upon the Demerger becoming effective.
In view of the aforesaid, the Board of directors of both the companies have considered and proposed the Scheme of Arrangement in the nature of demerger and transfer of Production Division/ Undertaking of ENTER10 to CINEMAKERS under the provisions of section 230-232 and the applicable provisions of the Companies Act, 2013 and the rules made there under as the Scheme will not be prejudicial or against public interests and would be in the interest of the shareholders, creditors and other stake holders of both the companies, thus creating value with a specific focus on potential business activities in future.
- 5.7 As on the cut off date 27th May, 2022 the amount due to 90 (Ninety) Unsecured creditors of ENTER10 is only Rs.45,02,04,575.80.
- 5.8 The proposed Scheme does not contemplate any corporate debt restructuring exercise.
- 5.9 None of ENTER10 and CINEMAKERS is having issued debentures and not accepted deposits from the general public.
- 5.10 None of ENTER10 and CINEMAKERS have issued any preference share.
- 5.11 The Scheme does not have prejudicial effect on the Key Managerial Personnel, Directors, Shareholders, Creditors and Employees of ENTER10 and CINEMAKERS, as no sacrifice or waiver is, at all, called from them nor are their rights sought to be modified in any manner.
- 5.12 None of the Directors, Shareholders, Key Managerial Personnel, Creditors and Employees of ENTER10 and CINEMAKERS respectively have any material interest in the Scheme, except being the shareholders/promoters as described in the Para 3.
- 5.13 All the directors of ENTER10 will continue in their office and there would be no change in the status of the directors and key managerial personnel of CINEMAKERS.
- 5.14 In compliance with the provisions of Section 232(2)(c) of the Act, the Board of Directors of ENTER10 and CINEMAKERS have in their meetings held on 2nd June, 2022, adopted a report, inter alia, explaining effect of the Scheme on the Shareholders, Key Managerial Personnel, and Directors.
- 5.15 There is no pending case of investigation or inspection under the provisions of section 206 to 229 of the Companies Act, 2013 against any company. However, a case No. 4047 of 2017 is filed by the Registrar of Companies before the Chief Judicial Magistrate, Gwalior for alleged violation of the provisions of section 134(3) and 135 of the Companies Act, 2013 against ENTER10 and its Director Shri Manish Singhal and past director Mrs. Rajshree Singhal, which is pending before the Court.
- 6 STATEMENT DISCLOSING DETAILS OF THE DEMERGER AS PER SECTION 230(3) OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016. (Enclosed as Appendix -1)**
- 7 It is confirmed that the copy of the Scheme in the Form CAA-3 is filed/being filed with the Registrar of Companies, Madhya Pradesh at Gwalior shall also be served to the government authorities, viz, the Central Government, through the Regional Director, North-Western Region, Ahmedabad and the Income Tax Authorities and concerned regulatory authorities, if any by ENTER10 and CINEMAKERS, respectively in compliance with the requirement of Section 230(5) of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, for seeking their observation/no-objections.
- 8 No other approvals from any regulators or governmental authorities are required at this stage in respect of the proposed Scheme.
- 9 In view of the information provided hereinabove and the documents attached alongwith this Notice and Explanatory statement, the requirement of section 102 read with Section 232(2) of the Companies Act, 2013 have been complied with.
- 10 Instruction to attend, participate and vote at the Meeting through Video Conferencing (VC)/ Other Audio-Visual Means (OAVM) at the platform of Central Depository Services Limited (CDSL) is enclosed herewith.

Explanatory Statement

(under sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016)

S.No.	Particulars	Enter 10 Television Private Limited (Demerged/ Transferor Company)	Cinemakers Media Production Private Limited (Resulting/ Transferee Company)

1		Details of the order of the Tribunal directing the calling, convening and conducting of the meeting:-	
A	Date of the order	22.07.2022	_____ N.A. _____
B	Date, time and venue of the Meeting	Meeting of Unsecured Creditors to be held on Saturday, the 10th September, 2022 at 11.00 A.M. through the Video Conferencing (VC)/ Other Audio Visual Means (OAVM) and the Registered Office of the Company situated at 141, Saket Nagar, Indore (M.P.) 452001 shall be deemed venue of the Meeting	_____ N.A. _____
2	Details of the Companies including		
A	Corporation Identification Number (CIN)	U51102MP1998PTC012813	U92490MP2022PTC059098
B	Permanent Account Number (PAN)	AADCA4090Q	AAKCC0270F
C	Name of Company	ENTER 10 TELEVISION PRIVATE LIMITED	CINEMAKERS MEDIA PRODUCTION PRIVATE LIMITED
D	Date of Incorporation	8th May, 1998	10th January, 2022
E	Type of Company	Private Limited	
F	Registered Office address	141, Saket Nagar, Indore (M.P.) 452001	
G	E-mail address	manish@enterr10tv.com	sajal@enterr10tv.com
H	Summary of main object as per the memorandum of association; and main business carried on by the Company	As per Para No. 3.1 of the Explanatory Statement	As per Para No. 3.2 of the Explanatory Statement
i	Details of change of name, Registered Office and main objects of the Company during the last five years	NIL	NIL
J	Name of stock exchange(s) where securities of the company are listed, if applicable	Unlisted, Not Applicable	Unlisted, Not Applicable
K	Details of capital structure – Authorized, Issued, subscribed and paid-up share capital	Authorised Rs. 700.00 Lakhs issued subscribed and paid-up capital Rs.651.00 Lakhs	Authorised Rs.15.00 Lakhs issued subscribed and paid up capital Rs.1.00 Lakhs
L	Names of the shareholders and directors along with their addresses	As per Para No. 3.1.(e) and 3.1.(g) of the Explanatory Statement	As per Para No. 3.2(e) and 3.2(g) of the Explanatory Statement
3	If the scheme of compromise or arrangement relates to more than one company, the fact and details of any relationship subsisting between such companies who are parties to such scheme of compromise or arrangement, including holding, subsidiary or associate companies	As per Para No. 3.1.(e) and 3.1(f) of the Explanatory Statement	As per Para No. 3.2(e) and 3.2(f) of the Explanatory Statement
4	The date of Board meeting at which the scheme was approved by the board of	At the Board meeting held on 2nd June, 2022 all the directors were present as per Para No. 4 attended	At the Board meeting held on 2nd June, 2022 all the directors were

	directors including the name of directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution	and voted in favour of the Scheme	present as per Para No. 4 attended and voted in favour of the Scheme
5	Explanatory Statement disclosing details of the Scheme of Arrangement for Demerger		
A	Parties involved in the Scheme of Arrangement for Demerger - Enter 10 Television Private Limited (Demerged/ Transferor Company) into Cinemakers Media Private Limited (Resulting/Transferee Company) and their respective shareholders.		
	In case of amalgamation or merger or demerger		
	Appointed date	01.04.2022 Common for both the Companies	
	Effective date	“Effective Date” means the last of the dates on which all the conditions and matters referred to in Clause 18 occur or have been fulfilled, obtained, or waived, as applicable, in accordance with this Scheme	
B	Share Entitlement/Exchange ratio & other considerations if any	As per Para No. 5.4 of the Explanatory statement	
C	Valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at registered office of the Company	Refer Annexure 5.4 and 5.5 for valuation report	
D	Details of capital or debt restructuring, if any	Not Applicable	
E	Rationale for the compromise or arrangement	Refer Para No. 5.6 of the Explanatory Statement	
F	Benefits of the compromise or arrangement as perceived by the Board of directors to the company, shareholders, creditors and others (as applicable)	As provided in the rationale for Demerger Para No. 5.6 of the Explanatory Statement	
G	Amount due to Unsecured Creditors as of 27.05.2022 being the cut-off date	Rs. 45,02,04,575.80	NIL
H	Amount due to Secured Creditors as of 27.05.2022	NIL	NIL
6	Disclosure about effect of the compromise or arrangement on		
	KMP	No effect	
	Directors	No effect	
	Shareholders	The shareholders of transferor company shall receive shares in the transferee (Resulting company in proportion of their shareholding, in the transferor company, hence no effect as such	
	Non-promoter members	Not Applicable	
	Depositors	No effect as none of the company have accepted any public deposits	
	Creditors	Creditors of the Demerged undertaking, i.e. Production Division shall become the creditors of the Transferee Company and shall be paid off in the ordinary course of business, inter company creditors if any would get cancelled	No effect
	Debenture holders	Not Applicable	

	Deposit Trustee & Debenture Trustee	Not Applicable	
	Employees of the Company	No effect as the employees of the Transferor Company relating to the Demerged Undertaking will become employees of the Transferee Company	No effect
7	Investigation or proceedings, if any, pending against the company under the Act	No pending case of investigation or inspection under the provisions of section 206 to 229 of the Companies Act, 2013, is initiated or pending. However case No. 4047 of 2017 is filed by the ROC before the CJM, Gwalior for alleged violation of the provisions of section 134(3) and 135 of the Companies Act, 2013 against Company and its Directors, which is pending.	Nil
8	details of the availability of the following documents for obtaining extract from or for making or obtaining copies of or inspection by the members and creditors, namely:		
	<ul style="list-style-type: none"> - Latest Audited Financial Statements of ENTER10 and CINEMAKERS including consolidated financial statements: Audited Financial Statement as at 31.03.2022 is available at the Registered Office of ENTER10 - Copy of the order dated 22.07.2022 of Tribunal in pursuance of which the meeting is to be convened or has been dispensed with; - Copy of scheme of Arrangement in the nature of demerger - The certificate issued by the Auditor of the Company to the effect that the accounting treatment, proposed in the scheme of compromise or arrangement is in conformity with the AS prescribed u/s 133 of the Companies Act, 2013. - Contracts or Agreements material to the compromise or arrangement: There were no contracts or agreement material to the scheme of demerger. - Such other information or documents as the Board or Management believes necessary and relevant for making : None - Decision/ things for or against the scheme: Nil <p>Available at the Regd. Office of ENTER10 between 11 A.M to 4 P.M. on all working days till the conclusion of the Meeting.</p>		
9	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities required, received or pending for the proposed scheme : Notice under section 230(5) of the Companies Act, 2013 is being given to the Central Govt. (Regional Director), Registrar of Companies, and Income Tax Authorities in respect of both the companies		
10	A statement to the effect that the persons to whom the notice is sent may vote in the meeting either in person or by proxies, or where applicable, by voting through electronic means: Notice is sent may vote in the meeting either in person or by proxies of the Unsecured Creditors		

Date: 27th July, 2022

Place: Indore

Enter 10 Television Private Limited

CIN: U51102MP1998PTC012813

Registered Office:

141, Saket Nagar,

Indore (M.P.) 452001

Sd/-

(CA Dinesh Ajmera)

Chairperson appointed for the meeting

Annexure-1

Composite Scheme of Arrangement for Demerger between Enter 10 Television Private Limited (Transferor/Demerged Company) into Cinemakers Media Production Private Limited (Transferee/ Resulting Company) and their respective shareholders and creditors under sections 230 to 232 and other applicable provisions of the Companies Act, 2013.

**COMPOSITE SCHEME OF ARRANGEMENT FOR
DEMERGER
BETWEEN
ENTER 10 TELEVISION PRIVATE LIMITED
(Transferor/ Demerged Company)
AND
CINEMAKERS MEDIA PRODUCTION
PRIVATE LIMITED
(Transferee/Resulting Company)
AND
Their respective shareholders and creditors
(Under Sections 230 to 232 and other applicable provisions of the
Companies Act, 2013)**

A. ACKGROUND OF THE COMPANIES

- 1.1 **ENTER 10 TELEVISION PRIVATE LIMITED (“ENTER10”)** (*“Transferor Company/ Demerged Company”*) is a company which was incorporated in the State of Madhya Pradesh as Asian Sky Shop Private Limited under the provisions of Companies Act, 1956 on 8th May, 1998 and the name of the Company was changed to Enter 10 Television Private Limited and certificate for change in the name was obtained from the Registrar of Companies on 11th March, 2004 and the Company is having its Corporate Identification Number (CIN): U51102MP1998PTC012813 and Income Tax PAN AADCA4090Q and its Registered Office is situated at 141, Saket Nagar, Indore (M.P) 452001, Email: manish@enterr10tv.com. Enter10 is having main objects to carry business relating to deal in commercial programming broadcasting through satellite network, channels, cables, internet and other media and to carry on business of producer, distributors, video serial, telefilms, etc. in India or elsewhere. Presently Enter10 is having two business undertakings (Segments) i.e. (a) Telecasting and Broadcasting segment/undertaking; and (b) Production segment (Own Produced Content)/undertaking to cater the requirement different nature of business activities.
- (a) ENTER10 has not changed its name and registered office out of state during past 5 years;
 - (b) ENTER10 has not altered its main objects, during last five years.
 - (c) ENTER10 is a private company and the shares of the company are not issued to public or listed on any exchange.

- 1.2 **CINEMAKERS MEDIA PRODUCTION PRIVATE LIMITED (“CINEMAKERS”)** (*“Transferee Company/Resulting Company”*) is a company incorporated under the provisions of Companies Act, 2013 on 10th January, 2022 in the state of Madhya Pradesh and having its Corporate Identification Number (CIN): U92490MP2022PTC059098 and Income Tax PAN: AAKCC0270F and its Registered Office at 141, Saket Nagar, Indore (M.P) 452001, email sajal@enterr10tv.in. CINEMAKERS is carrying businesses activities and it proposes to carry on business organizing, producing and developing commercial feature films, episodes, animation, graphics, sound effects production work, production house and other media contents, etc.
- (e) CINEMAKERS has been incorporated on 10th January 2022 under the name CINEMAKERS MEDIA PRODUCTION PRIVATE LIMITED
 - (f) CINEMAKERS has not altered its main objects since its incorporation on 10th January 2022.
 - (g) CINEMAKERS is a private company and the shares of the company are not issued to public or listed on any exchange.

Both the aforesaid companies are part of Singhal family.

B. PREAMBLE

This Composite Scheme of Arrangement for Demerger (‘the Scheme’) is presented under sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (including any statutory modifications and re-enactments thereof) and the rules and regulations made thereunder, as may be applicable for demerger of the Production Undertaking (Production Undertaking as defined hereinafter) of ENTER10 with CINEMAKERS.

The Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

C. RATIONALE OF THE SCHEME

It is proposed to segregate the Production Division/Undertaking to the resulting company with the following objectives:

- (g) Owing to the different segment pertaining to Telecasting and Broadcasting Division/ Undertaking (*as defined below*) and Production Division/Undertaking (*as defined below*), the management believes that demerger of the Demerged Undertaking (*as defined below*) will

- enable it to give desired attention and help to achieve greater focus on the Telecasting and Broadcasting business activities with the specified users which will result in better and more efficient management of the Telecasting and Broadcasting business activities of ENTER10.
- (h) The Production activity is one of the most important activities which needs to be strengthened for having the good content in hand all the time to avoid third party dependency. Growing up an independent production house in longer term can result into a separate profit center and provide the uninterrupted supply for the telecasting business.
 - (i) Further, the Scheme would bring synergy of operations and lead to greater internal control on business processes and facilitate ease in decision making. It is therefore proposed to merge the Demerged Undertaking (Production Division) with CINEMAKERS as an undertaking.
 - (j) The demerger of the Production Division/undertaking business in CINEMAKERS will unlock the potential value of Production Division business and help in sole focus in the production house activities and to attract investors, strategic partners, and stakeholders, etc.
 - (k) ENTER10 will continue with the core Telecasting and Broadcasting Division/ Undertaking business activities.
 - (l) The financial position of each of the Demerged Company and the Resulting Company shall reflect a positive net-worth upon the Demerger becoming effective.

In view of the aforesaid, the Board of directors of both the companies have considered and proposed the Scheme of Arrangement in the nature of demerger and transfer of Production Division/ Undertaking of ENTER10 to CINEMAKERS under the provisions of section 230-232 and the applicable provisions of the Companies Act, 2013 and the rules made there under as the Scheme will not be prejudicial or against public interests and would be in the interest of the shareholders, creditors and other stake holders of both the companies, thus creating value with a specific focus on potential business activities in future.

D. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- (i) **PART I** deals with the definitions of capitalized terms used in this Scheme and the details of the share capital of the Transferor /Demerged Company and the Transferee Resulting Company;
- (ii) **PART II** deals with the merger of the Demerged Undertaking from ENTER10 as a going concern into CINEMAKERS;
- (iii) **PART III** deals with the general terms and conditions that would be applicable to this Scheme.

PART I DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context thereof (i) capitalised terms defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; (ii) all terms and words not defined in this Scheme shall have the meaning ascribed to them under the relevant Applicable Laws; and (iii) the following expressions shall have the meanings ascribed hereunder:

- 1.1 “**Act**” means the Companies Act, 2013, to the extent of the provisions notified, and the Companies Act, 1956, to the extent of its provisions in force;
- 1.2 “**Appointed Date**” means 1st April, 2022 or such other date as may be approved by the Tribunal and agreed to by the Board of the Parties;

- 1.3 **“Applicable Law” or “Law”** means any applicable national, foreign, provincial, local or other law including applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Parties; (b) approvals; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties as may be in force from time to time;
- 1.4 **“Appropriate Authority”** means:
- the Government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, Tribunal, Reserve Bank of India, commission or other authority thereof;
 - any public organization or supranational body and its institutions, departments, agencies and instrumentalities; and
 - any Governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing, exporting or other governmental or quasi-governmental authority;
- 1.5 **“Board of Directors” or “Board”** in relation to the Transferor Company/ Demerged Company and Resulting Company, as the case may be, means the Board of directors of such company, and shall include a committee of directors or any person authorized by such Board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto;
- 1.6 **“CINEMAKERS” or “Transferee Company” or “Resulting Company”** means Cinemakers Media Production Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at 141, Saket Nagar, Indore (M.P) 452001.
- 1.7 **“Companies”** means together Enter 10 Television Private Limited (ENTER10) and Cinemakers Media Production Private Limited (CINEMAKERS).
- 1.8 **“Demerger”** means transfer and vesting of the Demerged Production (Own Produced Content) Division/Undertaking from ENTER10 to CINEMAKERS in terms of sections 2(19AA) of the Income Tax Act;
- 1.9 **“Demerged Undertaking” or “Production Division (Own Produced Content) Undertaking”** means all business activities relating to production, commissioned programs, own produced contents and prospective production house activities including its assets, properties related to the production, own produced contents Division, and liabilities of whatsoever nature and kind, and wherever situated, of ENTER10, in relation to and pertaining to the Production-Own produced Contents Division to be transferred to CINEMAKERS and shall include without limitation:
- (a) without prejudice to the generality of the assets and liabilities stated above, the Demerged Undertaking shall include:
- (i) all properties and assets of ENTER10 pertaining to Production Division which includes all movable or immovable, freehold, leasehold or licensed, tenancy rights, hire purchase and lease arrangements, real or personal, corporeal or incorporeal or otherwise, present, future, contingent, tangible or intangible, security deposits, capital work in progress, rights of way associated with developing such production and every associated right, transferrable development rights, design, actionable claims or any other right, interest, claim, easements or asset arising out of or in relation thereto; plant and machinery, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, vehicles, all stocks, sundry debtors, deposits, provisions, advances, recoverable, receivables, title, interest, cash and bank balances, bills of exchange, covenants, investments in all kinds and in all forms including shares, bonds, debentures, mutual funds, debt funds, liquid funds, debt products, equity linked instruments, financial market instruments, money market instruments, fixed deposits and any other securities, derivative contracts such as futures, options and forward contracts, all earnest monies, security deposits, or other

entitlements, funds, powers, authorities, licenses, registrations, quotas, allotments, consents, privileges, liberties, advantages, easements and all the rights, title, interests, goodwill, benefits, fiscal incentives, entitlement and advantages, contingent rights or benefits belonging to or in the ownership, power, possession or the control of or vested in or granted in favor of or held for the benefit of or enjoyed by ENTER10 with respect to the Production Division;

- (ii) all rights, benefits and obligations under contracts and agreements, including but not limited to, customer contracts, loan agreements, non-disclosure agreements, memorandum of understanding, vendor agreements, mandate agreements, agreements with legal and technical vendors, master license agreements, lease agreements, annual maintenance contracts, supply agreements, retainership agreements, purchase orders, rate contracts, digital marketing agreements, project marketing agreements, sourcing agreements or agreements of like nature, pertaining to the Production Division;
 - (iii) all tax credits, refunds, reimbursements, claims, concessions, exemptions, benefits under Tax Laws including MAT Credit entitlement under relevant provisions of the Income Tax Act, sales tax deferrals, advance taxes, tax deducted at source, right to carry forward and set-off accumulated losses and unabsorbed depreciation, if any, deferred tax assets, goods and service tax credit, deductions and benefits under the Income Tax Act with respect to the Production Division; and
 - (iv) all debts, borrowings and liabilities, whether present, future or contingent or deferred tax liabilities, whether secured or unsecured, of the Production Division including but not limited to all other debts, duties, obligations and liabilities pertaining to the Production Division.
- (b) all Permits, licenses, approvals, registrations, quotas, incentives, powers, authorities, allotments, consents, rights, benefits, advantages, municipal permissions, and all other rights, patents, designs, know-how, registered and unregistered trademarks, copy rights, service marks, trade secrets, brands, registrations, marketing authorizations and other intellectual property rights including proprietary rights, title, interest, approvals and rights and powers of every kind, nature and description whatsoever of ENTER10 pertaining to the Production Division, whether registered or unregistered and powers of every kind, nature and description whatsoever, whether from the government bodies or otherwise, pertaining to or relating to the Production Division;
- (c) entire experience, credentials, past record and market share of ENTER10 pertaining to the Production Division;
- (d) all books, records, files, papers, and process information, computer programs, software licenses (whether proprietary or otherwise), drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Production Division;
- (e) all employees/workers of ENTER10 engaged in the Production Division;
- (f) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature, initiated by or against ENTER10 in connection with the Production Division;
- (g) all benefits under the existing insurance policies providing insurance cover pertaining to the Production Division;
- 1.10 **“Effective Date”** means the last of the dates on which all the conditions and matters referred to in Clause 18 occur or have been fulfilled, obtained or waived, as applicable, in accordance with this Scheme.;

- 1.11 **“Encumbrance”** means (a) any charge, lien (statutory or other), or mortgage, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any Person; (b) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, transfer, receipt of income or exercise; or (c) any hypothecation, title retention, restriction, power of sale or other preferential arrangement; or (d) any agreement to create any of the above; and the term **“Encumber”** shall be construed accordingly;
- 1.12 **“ENTER10” or “Transferor Company” or “Demerged Company”** means Enter 10 Television Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 141, Saket Nagar, Indore (M.P) 452001.
- 1.13 **“Production (Own Produced Content) Division”** shall mean the division comprising of division undertaking including commissioned programs, self-produced contents and prospective production house business activities.
- 1.14 **“Income Tax Act”** means the Income-tax Act, 1961;
- 1.15 **“INR”** means Indian Rupee, the lawful currency of the Republic of India;
- 1.16 **“Telecasting and Broadcasting Division”** shall mean the division comprising of purchased contents, songs, events and other broadcasting rights, and residual business activities of ENTER10.
- 1.17 **“Parties”** means collectively the Transferor/Demerged Company and Transferee/ Resulting Company and **“Party”** shall mean each of them, individually;
- 1.18 **“Permits”** means all consents, licenses, permits, certificates, permissions, authorizations, rights, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, whether governmental, statutory, regulatory or otherwise as required under Applicable Law and includes all rights of way associated under Applicable Law or otherwise;
- 1.19 **“Residual Business” or “Telecasting and Broadcasting Division”**, shall mean the division comprising of purchased contents, songs, events and other broadcasting rights, and residual business activities pertaining to ENTER10 on a going concern basis but excluding those comprised in the Demerged Undertaking and shall include without limitation the following:
- (a) All properties and assets of ENTER10 other than Production Division Undertaking including all movable or immovable, freehold, leasehold or licensed, tenancy rights, hire purchase and lease arrangements, real or personal, corporeal or incorporeal or otherwise, present, future, contingent, tangible or intangible, security deposits, capital work in progress, rights of actionable claims or any other right, interest, claim, easements or asset arising out of or in relation thereto; plant and machinery, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, vehicles, all stocks, sundry debtors, deposits, provisions, advances, recoverable, receivables, title, interest, cash and bank balances, bills of exchange, covenants, investments in all kinds and in all forms including shares, bonds, debentures, mutual funds, debt funds, liquid funds, debt products, equity linked instruments, financial market instruments, money market instruments, fixed deposits and any other securities, derivative contracts such as futures, options and forward contracts, all earnest monies, security deposits, or other entitlements, funds, powers, authorities, licenses, registrations, quotas, allotments, consents, privileges, liberties, advantages, easements and all the rights, title, interests, goodwill, benefits, fiscal incentives, entitlement and advantages, contingent rights or benefits belonging to or in the ownership, power, possession or the control of or vested in or granted in favor of or held for the benefit of or enjoyed by ENTER10 with respect to the Telecasting and Broadcasting Division;
 - (b) all rights, benefits and obligations under contracts and agreements, including but not limited to, customer contracts, loan agreements, non-disclosure agreements, memoranda of understanding, vendor agreements, mandate agreements, agreements with legal and technical vendors, master license agreements, lease agreements, annual maintenance contracts, supply agreements, retainership agreements, purchase orders, rate contracts, digital marketing agreements, project marketing agreements, sourcing agreements or agreements of like nature, pertaining to the Telecasting and Broadcasting Division;

- (c) all tax credits, refunds, reimbursements, claims, concessions, exemptions, benefits under Tax Laws including MAT Credit entitlement under relevant provisions of the Income Tax Act, sales tax deferrals, advance taxes, tax deducted at source, right to carry forward and set-off accumulated losses and unabsorbed depreciation, if any, deferred tax assets, goods and service tax credit, deductions and benefits under the Income Tax Act with respect to the Telecasting and Broadcasting Division; and
- (d) all debts, borrowings and liabilities, whether present, future or contingent or deferred tax liabilities, whether secured or unsecured, of the Telecasting and Broadcasting Division excluding all other debts, duties, obligations and liabilities pertaining to the Production Division Undertaking.
- (e) all Permits, licenses, approvals, registrations, quotas, incentives, powers, authorities, allotments, consents, rights, benefits, advantages, municipal permissions, and all other rights, patents, designs, know-how, registered and unregistered trademarks, copy rights, service marks, trade secrets, brands, registrations, marketing authorizations and other intellectual property rights including proprietary rights, title, interest, approvals and rights and powers of every kind, nature and description whatsoever of ENTER10 pertaining to the Telecasting and Broadcasting Division, whether registered or unregistered and powers of every kind, nature and description whatsoever, whether from the government bodies or otherwise, pertaining to or relating to other than Production Division Undertaking;
- (f) entire experience, credentials, past record and market share of ENTER10 pertaining to the Telecasting and Broadcasting Division;
- (g) all books, records, files, papers, engineering and process information, computer programs, software licenses (whether proprietary or otherwise), drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Telecasting and Broadcasting Division;
- (h) all employees/workers of ENTER10 engaged in the Telecasting and Broadcasting Division;
- (i) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature, initiated by or against ENTER10 in connection with other than Production Division Undertaking;
- (j) all benefits under the existing insurance policies providing insurance cover pertaining to other than Production Division Undertaking;

Explanation:

In case of any question arises on classification/ allocation of any particular asset or liability and/or employee among the Telecasting and Broadcasting / Production Divisions the same shall be decided by mutual agreement between the Board of directors of ENTER10 and CINEMAKERS.

- 1.20 **“NCLT” or the “Tribunal”** means the National Company Law Tribunal, Indore Bench or such other Bench having jurisdiction, as the case may be in relation to the Companies.
- 1.21 **“Record Date”** means date to be fixed by the Board of directors of ENTER10 and CINEMAKERS respectively as any day after the Effective Date, for the purpose of determining the shareholders of ENTER10 to whom the shares of CINEMAKERS, shall be issued pursuant to the demerger as contemplated in Part II upon coming into effect of this Scheme. For the purposes of this clause, the shareholders of ENTER10 shall be those shareholders whose names are recorded in the Register of members of ENTER10, as the case may be, on such date.
- 1.22 **“Share Entitlement Ratio”** means in relation to Part-II of the Scheme, the ratio in which the additional equity shares of CINEMAKERS are to be issued and allotted to the shareholders of ENTER10.

- 1.23 **“ROC” or “Registrar of Companies”** means the Registrar of Companies, Madhya Pradesh having jurisdiction over the Transferor/Demerged Company and Transferee/ Resulting Company, as the case may be.
- 1.24 **“Scheme” or “this Scheme”** means this composite scheme of arrangement for Demerger as may be modified from time to time.
- 1.25 **“Taxation” or “Tax” or “Taxes”** means all forms of taxes and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value, goods and service or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, collection at source, dividend distribution tax, advance tax, minimum alternate tax, goods and service tax or otherwise or attributable directly or primarily to ENTER10 and CINEMAKERS, as the case may be or any other person and all penalties, charges, costs and interest relating thereto.
- 1.26 **“Tax Laws”** means all Applicable Laws dealing with Taxes including but not limited to income-tax, wealth tax, sales tax / value added tax, service tax, goods and service tax, excise duty, customs duty or any other levy of similar nature.
- 1.27 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other Applicable Laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.
- 1.28 In this Scheme, unless the context otherwise requires:
- words denoting the singular shall include the plural and *vice versa* and words denoting any gender shall include all genders;
 - headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information and convenience only and shall not form part of the operative provisions of this Scheme and shall be ignored in construing the same;
 - the words “include” and “including” are to be construed without limitation;
 - reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Scheme;
 - reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement, re-enactment, restatement or amendment of, that law or legislation or regulation and shall include the rules and regulations thereunder; and
 - references to days, months and years are to calendar days, calendar months and calendar years, respectively.

2. SHARE CAPITAL

- 2.1 **The share capital of ENTER10 as at 1st April, 2022 is as under:**

Share Capital	Amount (In Rs.)
Authorized Share Capital	
70,00,000 Equity Shares of Rs. 10 each	7,00,00,000
TOTAL	7,00,00,000
<u>Issued, subscribed and paid-up Share Capital</u>	
65,10,000 Equity Shares of Rs. 10 each fully paid up	6,51,00,000
TOTAL	6,51,00,000

There has been no change in the authorized, issued, subscribed and paid up share capital of ENTER10 till the date of filing of this Scheme.

2.2 **The share capital of CINEMAKERS as on 1st April, 2022** is as under:

Particulars	Amount (Rs)
Authorized Capital	
1,50,000 Equity Shares of Rs.10 each	15,00,000
TOTAL	15,00,000
Issued, Subscribed and Paid up Capital	1,00,000
10,000 Equity Shares of Rs.10 each fully paid up	
TOTAL	1,00,000

There has been no change in the authorized, issued, subscribed and paid up share capital of CINEMAKERS till the date of filing of this Scheme.

3. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

This Scheme in its present form or with any modification(s), as may be approved or imposed or directed by the Tribunal or made as per this Scheme, shall become effective from the Appointed Date but shall be operative from the Effective Date.

PART II

DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING INTO THE RESULTING COMPANY

4. DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING

- 4.1 Upon the Scheme coming into effect and subject to the provisions of this Scheme and pursuant to Sections 230 to 232 of the Act, and in accordance with Section 2(19AA) of the Income Tax Act and pursuant to the Sanction Order the Demerged Undertaking shall, without any further act, instrument or deed, be demerged from ENTER10 and transferred to and be vested in or be deemed to have been transferred to and vested in CINEMAKERS as a going concern so as to become as on and from the Appointed Date, by virtue of operation of law and in the manner provided in this Scheme. It is however clarified that the Order shall be subject to payment of applicable stamp duty
- 4.2 The order of the NLCT shall for all purposes, be treated as an instrument conveying the Demerged Undertaking in favour of CINEMAKERS.
- 4.3 This Scheme complies with the definitions relating to “demerger” as per sections 2(19AA), 2(19AAA), 2(41A), 47, 72A and other provisions of the Income Tax Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said sections of the Income Tax Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with said sections of the Income Tax Act.
- 4.4 All incentives, subsidies, exemptions, special status, service tax benefits, Goods and Service Tax input credits, income tax holiday/benefit/losses and other benefits or exemptions or privileges enjoyed, granted by any government body, regulatory authority, local authority or by any other person, or availed of by ENTER10 shall, without any further act or deed, in so far as they relate to the Demerged Undertaking, vest with and be available to CINEMAKERS on the same terms and conditions, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to ENTER10.
- 4.5 In respect of such of the assets and properties forming part of the Demerged Undertaking which are movable in nature (including but not limited to all intangible assets) or are otherwise capable of transfer by delivery or possession or by endorsement, the same shall stand transferred by ENTER10 to CINEMAKERS upon coming into effect of this Scheme and shall, *ipso facto* and without any other order to this effect, become the assets and properties of CINEMAKERS

- without requiring any deed or instrument of conveyance for transfer of the same.
- 4.6 All rights, title and interests in the agreements (including agreements for lease or license of the properties), sundry debtors, claims from customers or otherwise, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and fixed deposits, if any, the same shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in CINEMAKERS, with effect from the Appointed Date in favour of Resulting Company. With regard to the licenses of the properties, CINEMAKERS will enter into novation agreements, if it is so required.
- 4.7 In respect of such of the assets and properties forming part of the Demerged Undertaking which are intangible in nature, whether or not included in the books of ENTER10, including tenancy rights, leasehold rights, transferrable development rights, design, actionable claims or any other right, interest, claim, easements or asset arising out of or in relation thereto; the same shall stand transferred to and be vested in CINEMAKERS with effect from the Appointed Date, without any act or deed or conveyance being required to be done or executed by ENTER10 and/or CINEMAKERS.
- 4.8 ENTER10 may, at its sole discretion but without being obliged to, give notice in such form as it may deem fit and proper, to such persons, as the case may be, that any debt, receivable, bill, credit, loan, advance, debenture or deposit relating to the Demerged Undertaking stands transferred to and vested in CINEMAKERS and that appropriate modification should be made in their respective books/records to reflect the aforesaid changes.
- 4.9 Upon coming into effect of the Scheme, all debts, liabilities, debentures, loans, obligations and duties of ENTER10 as on the Appointed Date relating to the Demerged Undertaking (“Demerged Liabilities”) shall, without any further act, instrument or deed, stand transferred to and be deemed to be transferred to CINEMAKERS to the extent that they are outstanding as on the Appointed Date and CINEMAKERS shall meet, discharge and satisfy the same. The term “Demerged Liabilities” shall include without limitation:
- 4.9.1 the debts, liabilities, debentures and obligations incurred and duties of any kind, nature or description (including contingent liabilities) which arise out of the activities or operations of the Demerged Undertaking;
- 4.9.2 in cases other than those referred to in Clause 4.9.1 above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transferred pursuant to the demerger of the Demerged Undertaking bear to the total value of the assets of ENTER10 immediately prior to the Appointed Date.
- 4.9.3 It shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such debts, obligations, duties and liabilities have arisen in order to give effect to the provisions of this clause.
- 4.10 Any claims due to ENTER10 from its customers or otherwise and which have not been received by ENTER10 as on the date immediately preceding the Effective Date as the case may be, in relation to or in connection with the Demerged Undertaking, shall also belong to and be received by CINEMAKERS.
- 4.11 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Demerged company and CINEMAKERS shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of CINEMAKERS. It is hereby clarified that there will be no accrual of interest or other charges in respect of any such inter-company loans, advances and other obligations with effect from the Appointed Date.
- 4.12 Any statutory licenses, permissions, approvals or consents held by ENTER10 required to carry on operations pertaining to the Demerged Undertaking shall stand vested in or transferred to CINEMAKERS without any further act or deed, and applications shall be made by the Resultant Company to the government authorities concerned therewith for the licenses/permission/registrations to be appropriately mutated/ endorsed in favour of the Resulting Company and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder,

- and the rights and benefits under the same shall be available to the Resulting Company. The benefits and obligations of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to CINEMAKERS pursuant to the Scheme. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed by ENTER10 relating to the Demerged Undertaking, are concerned, the same shall vest with and be available to CINEMAKERS on the same terms and conditions.
- 4.13 The transfer and vesting of the properties, assets, liabilities and undertakings of ENTER10 in relation to Demerged Undertaking into CINEMAKERS as per this clause shall be subject to the securities, charges, mortgages and other Encumbrances, if any, affecting the same, as and to the extent hereinafter provided.
- 4.14 From the Appointed Date, CINEMAKERS shall not be liable to perform any obligations in respect of the liabilities of ENTER10 other than with respect to the Demerged Undertaking.
- 4.15 All the existing securities, charges, mortgages and other Encumbrances, if any, as on the Appointed Date and created by ENTER10 in relation to the Demerged Undertaking over the properties, assets, undertakings or any part thereof shall stand transferred to CINEMAKERS by virtue of this Scheme and in so far as such securities, charges, mortgages and other Encumbrances relate to liabilities of the Demerged Undertaking, the same shall after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to CINEMAKERS, and such securities, charges, mortgages and other Encumbrances shall not relate or attach to any of the other assets of CINEMAKERS.
- 4.16 If any encumbrance of ENTER10 for the business of the Demerged Undertaking exists as on the Appointed Date, but has been partly or fully released by ENTER10 on or after the Appointed Date but prior to the Effective Date, such release shall be deemed to be for and on account of CINEMAKERS upon the coming into effect of the Scheme and all encumbrances incurred by ENTER10 for the operations of the Demerged Undertaking on or after the Appointed Date and prior to the Effective Date shall be deemed to have been incurred for and on behalf of CINEMAKERS and such encumbrances shall not attach to any property of the Demerged Company.
- 4.17 Without any prejudice to the provisions of the foregoing clauses and upon the Scheme being effective, ENTER10 and CINEMAKERS shall execute any instrument(s) and/or document(s) and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the ROC to give formal effect to the provisions of this clause and foregoing clauses, if required.
- 4.18 Upon the coming into effect of this Scheme, ENTER10 alone shall be liable to perform all obligations in respect of all debts, liabilities, duties and obligations pertaining to the Residual Business of ENTER10 and CINEMAKERS shall not have any obligations in respect of the Residual Business of ENTER10.
- 4.19 The foregoing provisions shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall stand modified and/ or superseded by the foregoing provisions.
- 4.20 For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time all cheques and other negotiable instruments, payment orders received or presented for encashment, which are in the name of ENTER10, in relation to or in connection with the Demerged Undertaking, after the Effective Date shall be accepted by the bankers of CINEMAKERS and credited to the account of CINEMAKERS, if presented by the Resulting Company. Similarly, the banker of the Resulting Company shall honour after the Effective Date all cheques/ electronic fund transfer instructions issued by the Demerged Company (in relation to the Demerged Undertaking for payment). If required, the bankers of the Demerged Company and/ or the Resulting Company shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of the Demerged Company by the Resulting Company in

relation to the Demerged Undertaking for such time as may be determined to be necessary by the Resulting Company for presentation and deposit of cheques, pay order and electronic transfers that have been issued/ made in the name of the Demerged Company. It is hereby expressly clarified that any legal proceedings by or against ENTER10, in relation to or in connection with the Demerged Undertaking, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment, which are in the name of ENTER10 shall be instituted, or as the case may be, continued by or against CINEMAKERS after the coming into effect of this Scheme.

- 4.21 In the event, the banker of CINEMAKERS does not accept such cheques, other negotiable instruments and/or payment orders presented by CINEMAKERS, the amounts shall be credited to the account of ENTER10 and shall thereafter be transferred by ENTER10 to the account of CINEMAKERS forthwith, and until the time that the amounts are transferred to the account of CINEMAKERS, the same shall be held by ENTER10 in trust for CINEMAKERS.
- 4.22 It is hereby clarified that all assets of the Demerged Undertaking, which are set forth in the closing balance sheet of ENTER10, as on the close of business hours on the date immediately preceding the Effective Date, shall be transferred in the books of CINEMAKERS at values appearing in the books of account of ENTER10 as on the Effective Date.
- 4.23 The interests of all the unsecured creditors of the Demerged Company in connection with the Demerged Undertaking and Resulting Company remain unaffected by this Scheme as the assets of the Resulting Company upon the effectiveness of the Scheme will be more than its Liabilities and as such sufficient to discharge such Liabilities.
- 4.24 Where any document in case of any Encumbrance, charge and/or right created by ENTER10, is transferred to or replaced by CINEMAKERS, no duty (including stamp duty), levy and/or cess of any nature will be payable by CINEMAKERS at the time of replacement and/or modification of the Encumbrance, charge and/or right with any Governmental authority (including ROC) or any other person as the case maybe and the duty and other levies already paid by ENTER10 shall be deemed to have been paid by CINEMAKERS.
- 4.25 Subject to this Clause and any other provisions of the Scheme, in respect of any refund, benefit, incentive, grant or subsidy in relation to or in connection with the Demerged Undertaking, ENTER10 shall, if so required by CINEMAKERS, issue notices in such form as CINEMAKERS may deem fit and proper, stating that pursuant to the Tribunal having sanctioned this Scheme, the relevant refund, benefit, incentive, grant or subsidy be paid or made good to or held on account of CINEMAKERS, as the person entitled thereto, to the end and intent that the right of ENTER10 to recover or realise the same stands transferred to CINEMAKERS and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 4.26 All transfer of assets, rights, liabilities, obligations, licenses, approvals, Permits, etc shall be effected solely by the operation of this Scheme, without any separate or additional documentation or deeds of transfer to this effect. For all these purposes and for effecting any transfer with the revenue, municipal or other authorities of the State or Central Government, this Scheme shall be the sole document and evidence for authenticating such transfer. Upon the Scheme becoming effective consequent to sanction of the same by the NCLT, all statutory approvals or permissions required by ENTER10 and CINEMAKERS for giving effect to the Scheme shall be deemed to have been accorded.
- 4.27 Without prejudice to the generality of the above, all benefits, incentives, losses, credits and refunds of any tax from any Government Authority under the Tax Laws (including, without limitation income tax, minimum alternate tax, tax deducted at source, GST, service tax, excise duty, central sales tax, applicable state value added tax etc.) pertaining to the Demerged Undertaking to which ENTER10 is entitled to in terms of applicable laws, shall be available to and vest in CINEMAKERS, upon this Scheme coming into effect.
- 4.28 Each of the Demerged Company and the Resulting Company shall be entitled to file/ revise its income-tax returns, TDS certificates, TDS returns, GST returns and other statutory returns, notwithstanding that the period for filing / revising such returns may have lapsed and to obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Demerged Company and the Resulting Company and shall have the right to claim refunds, advance tax credits, input tax credit, credits of all Taxes paid/ withheld, if any, as may be required

- consequent to implementation of this Scheme.
- 4.29 Any actions taken by ENTER10 to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, filings under Tax Laws) in respect of the Demerged Undertaking on and from the Appointed Date upto the Effective Date shall be deemed to constitute adequate compliance by CINEMAKERS with the relevant obligations under such Tax Laws.
- 4.30 Notwithstanding anything contained in this Clause:
- (a) any unutilized GST credits pertaining to ENTER10 may be transferred by it to CINEMAKERS in accordance with Applicable Laws. ENTER10 and CINEMAKERS shall be entitled to take such actions as may be necessary under Applicable Law to effect such transfer.
 - (b) GST credits and GST liability pertaining to the activities or operations of the Demerged Undertaking between the Appointed Date and the Effective Date shall be dealt with accordance with Applicable Laws.
- 4.31 Without prejudice to the provisions of the foregoing sub-clauses of this Clause and upon the effectiveness of this Scheme, ENTER10 and CINEMAKERS shall execute any and all instruments or documents and do all acts, deeds and things as may be required, including filing of necessary particulars and/ or modification(s) of charge with the ROC or filing of necessary applications, notices, intimations or letters with any Appropriate Authority or person to give effect to the Scheme.
- 4.32 It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to CINEMAKERS is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.33 It is clarified that the Residual Business shall continue with ENTER10 and Part II of this Scheme shall not have effect on such assets, liabilities and/ or business comprised in the Residual Business of ENTER10.

5. EMPLOYEES, STAFF AND WORKMEN

- 5.1 With effect from the Effective Date, CINEMAKERS undertakes to engage, without any interruption in service, all employees, staff and workmen of ENTER10 engaged in or in relation to the Production Division Undertaking, on the aggregate terms and conditions not less favourable than those on which they are engaged by ENTER10 on the date immediately preceding the Effective Date. CINEMAKERS further agrees that for the purpose of payment of retrenchment compensation, if any, past service of such Employees with ENTER10 shall also be taken into account. CINEMAKERS undertakes to continue to abide by any agreement/ settlement or arrangement entered into or deemed to have been entered into by ENTER10 with any of the aforesaid employees or union representing them.
- 5.2 CINEMAKERS agrees that the services of all such employees with ENTER10 prior to the demerger shall be taken into account for the purposes of ascertaining all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retirement / terminal benefits.
- 5.3 The accumulated balances, if any, standing to the credit of the aforesaid employees in the existing provident fund, gratuity fund and superannuation fund of which they are members, as the case may be, will be transferred respectively to such provident fund, gratuity fund and superannuation funds nominated by CINEMAKERS and/or such new provident fund, gratuity fund and superannuation fund to be established in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities, by CINEMAKERS. Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the said employees would be continued to be deposited in the existing provident fund, gratuity fund and superannuation fund respectively of ENTER10.
- 5.4 On and from the Appointed Date, in relation to any statutory contributions which are to be made for the benefit of the Employees (including provident fund and employee state insurance), CINEMAKERS shall be deemed to be substituted for ENTER10 for all purposes whatsoever, including relating to the obligation to make contributions in accordance with Applicable Law in respect of such employees. It is clarified that the statutory contributions made by ENTER10 for

the benefit of the Employees (including provident fund and employee state insurance) from the Appointed Date but prior to the Effective Date shall be construed as contributions made by CINEMAKERS. Provided further that until such time that CINEMAKERS obtains the relevant licenses and registrations and operationalizes its systems for making such statutory contributions for the benefit of the Employees, CINEMAKERS may, subject to necessary approvals and permissions (if any), continue to discharge its obligations to make the statutory contributions through the Demerged Company.

5.5 In so far as the existing benefits or funds created by ENTER10 for the employees of the Remaining/Residual Business are concerned, the same shall continue and ENTER10 shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and such benefits or funds, if any, shall be held *inter alia* for the benefit of the employees of the Remaining/Residual Business and CINEMAKERS shall have no liability in respect thereof.

5.6 After the Effective Date, CINEMAKERS shall be entitled to determine the terms of employment and remuneration of the Employees in ordinary course of business and in compliance with Applicable Laws.

6. LEGAL PROCEEDINGS

6.1 Upon coming into effect of this Scheme, all suits, actions, administrative proceedings, tribunals proceedings, show cause notices, demands and legal proceedings of whatsoever nature by or against ENTER10 pending and/or arising on or before the Appointed Date or which may be instituted any time thereafter and in each case relating to the Production Division Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Resulting Company with effect from the Appointed Date in the same manner and to the same extent as would or might have been continued and enforced by or against ENTER10. Except as otherwise provided herein, ENTER10 shall in no event be responsible or liable in relation to any such legal or other proceedings that stand transferred to CINEMAKERS. CINEMAKERS shall be replaced/added as party to such proceedings and shall prosecute or defend such proceedings at its own cost, in cooperation with ENTER10 and the liability of ENTER10 shall consequently stand nullified. ENTER10 shall in no event be responsible or liable in relation to any such legal or other proceedings in relation to the Production Division/ Demerged Undertaking.

6.2 CINEMAKERS, undertakes to have all legal and other proceedings initiated by or against ENTER10 transferred to its name as soon as is reasonably practicable after the Effective Date and to have the same continued, prosecuted and enforced by or against CINEMAKERS to the exclusion of ENTER10 on priority. Both Parties shall make relevant applications and take all steps as may be required in this regard.

6.3 Notwithstanding anything contained hereinabove, if at any time after the Effective Date, ENTER10 is in receipt of any demand, claim, notice and/ or is impleaded as a party in any proceedings before any Appropriate Authority, in each case in relation to the Production Division/ Demerged Undertaking, ENTER10 shall, in view of the transfer and vesting of the Production Division Undertaking pursuant to this Scheme, take all such steps in the proceedings before the Appropriate Authority to replace ENTER10 with CINEMAKERS. However, if ENTER10 is unable to get CINEMAKERS replaced in such proceedings, ENTER10 shall defend the same or deal with such demand in accordance with the advice of CINEMAKERS and at the cost of CINEMAKERS, and the latter shall reimburse to ENTER10 all liabilities and obligations incurred by ENTER10 in respect thereof.

7. PERMITS

7.1 With effect from the Appointed Date, the Permits relating to the Production Division/ Demerged Undertaking shall be transferred to and vested in CINEMAKERS and application shall be made to the concerned licensor and grantors of such Permits such that the name CINEMAKERS is endorsed where necessary and recorded on such Permits so as to empower and facilitate the approval and vesting of the Production Division, the Demerged Undertaking in CINEMAKERS and continuation of operations pertaining to the Production Division/the Demerged Undertaking in CINEMAKERS. without any hindrance and the Permits shall stand transferred to and vested in, and shall be deemed to be transferred to and vested in CINEMAKERS without any further act, instrument or deed and shall be appropriately mutated by the Appropriate Authorities

concerned therewith in favour of CINEMAKERS, as if the same were originally given by, issued to or executed in favour of CINEMAKERS. CINEMAKERS shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits thereunder shall be available to CINEMAKERS.

7.2 The benefit of all Permits pertaining to the Production Division/ the Demerged Undertaking shall, without any other order to this effect, transfer to and vest in and become available to CINEMAKERS, pursuant to the sanction of this Scheme by the Tribunal.

7.3 Notwithstanding the generality of the foregoing provisions, all electricity, gas, water and other utility connections and tariff rates in respect thereof sanctioned by various public sector and private companies, boards, agencies and authorities in different states pertaining to the Production Division/ the Demerged Undertaking, together with security deposits and all other advances paid, shall stand automatically transferred in favour of CINEMAKERS, on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed.

8. CONTRACTS, DEEDS, ETC.

8.1 All contracts, deeds, bonds, agreements, indemnities, guarantees or other similar rights or entitlements whatsoever, schemes, arrangements and other instruments, rights, entitlements, licenses for the purpose of carrying on the business of the Production Division/ Demerged Undertaking and other assets pertaining to the Demerged Undertaking, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Demerged Undertaking, or to the benefit of which ENTER10, may be eligible and which are subsisting or having effect immediately before this Scheme coming into effect, shall by endorsement, by delivery or recorded or by operation of law pursuant to the order of the Tribunal sanctioning the Scheme, and on this Scheme becoming effective be deemed to be contracts, deeds, bonds, agreements, indemnities, guarantees or other similar rights or entitlements whatsoever, schemes, arrangements and other instruments, rights, entitlements and licenses (including licenses granted by any Appropriate Authority) of CINEMAKERS. Such properties and rights described hereinabove shall stand vested in CINEMAKERS and shall be deemed to be the property and become the property by operation of law as an integral part of CINEMAKERS. Such contracts and properties described above shall continue to be in full force and continue as effective as hitherto in favour of or against CINEMAKERS and shall be the legal and enforceable rights and interests of CINEMAKERS, which can be enforced and acted upon as fully and effectually as if it were ENTER10. Upon this Scheme becoming effective, the rights, benefits, privileges, duties, liabilities, obligations and interest whatsoever, arising from or pertaining to contracts and properties relating to the Demerged Undertaking, shall be deemed to have been entered into and stand assigned, vested and novated to CINEMAKERS by operation of law and CINEMAKERS, shall be deemed to be ENTER10's substituted party or beneficiary or obligor thereto, it being always understood that CINEMAKERS shall be the successor in interest of ENTER10 in relation to the properties or rights mentioned hereinabove.

8.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Production Division/ Demerged Undertaking occurs by virtue of this Scheme, CINEMAKERS, may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or tripartite arrangements with any party to any contract or arrangement to which ENTER10, is a party or any writings as may be necessary in order to give effect to the provisions of this Scheme. With effect from the Appointed Date, CINEMAKERS shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of ENTER10 and to carry out or perform all such formalities or compliances referred to above, on the part of ENTER10 with respect to Production Division/ the Demerged Undertaking.

8.3 With effect from the Effective Date, all the employees of ENTER10 engaged in or in relation to the Production Division Undertaking shall become the employees of CINEMAKERS without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable to such employees relating to the Production Division/Demerged Undertaking of ENTER10 immediately

prior to the demerger of the Demerged Undertaking.

- 8.4 On and from the Effective Date, and thereafter, CINEMAKERS, shall be entitled to enforce all pending contracts and transactions and issue credit notes on behalf of ENTER10, in relation to or in connection with the Production Division/Demerger Undertaking, in the name of CINEMAKERS in so far as it may be necessary until the transfer of rights and obligations of the Demerged Undertaking to CINEMAKERS under this Scheme have been given effect to under such contracts and transactions.

9. TAXATION MATTERS

- 9.1 All Taxes, including income-tax, goods and service tax, central sales tax, excise duty, custom duty, service tax, value added tax, transfer tax and the like paid or payable by ENTER10 in respect of the operations and/or the profits of the Production Division, being Demerged Undertaking before the Appointed Date, shall be on account of ENTER10, and, in so far as it relates to the tax payment (including with limitation, income-tax, goods and service tax, central sales tax, excise duty, custom duty, service tax, value added tax, transfer tax etc.) whether by way of deduction at source, advance tax or otherwise howsoever, paid or payable by ENTER10 in respect of the profits or activities or operation of the Demerged Undertaking after the Appointed Date, the same shall be on account of CINEMAKERS and be deemed to be the corresponding item paid by CINEMAKERS and shall, in all proceedings, be dealt with accordingly.
- 9.2 Any tax liabilities under the Income Tax Act, GST, Service Tax laws, Excise Duty laws, Central Sales Tax, applicable State Value Added Tax laws or any other Applicable Laws/ regulations dealing with Taxes/duties/levies of the Production Division/Demerger Undertaking to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to CINEMAKERS.
- 9.3 Any refund, under the Income Tax Act, GST, Service Tax laws, Excise Duty laws, Central Sales Tax, applicable State Value Added Tax laws or any other Applicable Laws/ regulations dealing with Taxes/duties/levies due to, ENTER10 in relation to the Production Division/ Demerged Undertaking consequent to the assessment made on ENTER10 and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by ENTER10 upon this Scheme becoming effective.
- 9.4 Without prejudice to the generality of the above, all benefits, incentives, subsidies, losses (including accumulated losses and unabsorbed depreciation), credits (including, without limitation income tax, tax deducted at source, MAT Credit entitlement under relevant provisions of the Income Tax Act, goods and service tax, service tax, excise duty, central sales tax, applicable state value added tax etc.) to which the Production Division/Demerger Undertaking is entitled to in terms of Applicable Laws, shall be available to and vest in CINEMAKERS, upon this Scheme coming into effect.
- 9.5 ENTER10 may be entitled to various benefits under incentive schemes and policies in relation to the Production Division/Demerger Undertaking, and pursuant to this Scheme it is declared that the benefits under all of such schemes and policies, received or outstanding shall be transferred to and vest in CINEMAKERS, to the extent that they relate to the Demerged Undertaking and all benefits, entitlements and incentives of any nature whatsoever, including tax concessions and incentives in relation to the Demerged Undertaking to the extent statutorily available shall be claimed by CINEMAKERS, and these shall relate back to the Appointed Date as if CINEMAKERS was originally entitled to all benefits under such incentive scheme and/or policies, subject to continued compliance by CINEMAKERS of all the terms and conditions, subject to which the benefits under the incentive schemes were made available to ENTER10.
- 9.6 Upon the Scheme becoming effective, ENTER10 and CINEMAKERS are expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, Central Sales Tax, applicable State Value Added Tax, Service Tax laws, GST, Excise Duty laws and any other Tax Laws, as applicable, and to claim refunds and/or credit for Taxes paid (including tax deducted at source, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme. It is further clarified that CINEMAKERS shall be entitled to claim deduction under Section 43B of the Income Tax Act in respect of unpaid liabilities transferred to it as part of the Production Division/Demerger Undertaking to the extent not claimed by ENTER10, as and when the same are paid subsequent to Appointed Date.

- 9.7 All tax assessment proceedings/appeals of whatsoever nature by or against ENTER10 in relation to the Production Division/Demerged Undertaking pending and/ or arising at the Appointed Date and relating to the Demerged Undertaking shall be continued and/or enforced until the Effective Date by ENTER10. In the event of ENTER10 failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by CINEMAKERS at the cost of CINEMAKERS. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against CINEMAKERS in the same manner and to the same extent as would or might have been continued and enforced by or against ENTER10.
- 9.8 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the demerger of the Production Division/Demerged Undertaking of ENTER10 into CINEMAKERS or anything contained in the Scheme.

10. CONSIDERATION

- 10.1 Upon this Scheme becoming effective and upon vesting of the Production Division/Demerged Undertaking of ENTER10 in CINEMAKERS in terms of this Scheme and in consideration for the Demerger of the Demerged Undertaking into CINEMAKERS, the Resulting Company shall, without any further application or deed, issue and allot shares, credited as fully paid up, to all the equity shareholders of ENTER10 whose names appear in the Register of Members of ENTER10 as on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of directors of ENTER10, in the following ratio, which may be termed as *Share Entitlement Ratio*:
“89.93 (Eighty Nine Point Ninety Three) Equity Shares of Rs. 10/- (Rs. Ten Only) each of Cinemakers Media Production Private Limited at a premium of Rs. 407/- (Rs. Four Hundred Seven) per share for every 100 (One Hundred) Equity Shares of Rs. 10/- (Rs. Ten Only) each of Enter 10 Television Private Limited for consideration for Demerged Production Division Undertaking”
- 10.2 In case any of the shareholder of ENTER10 is entitled to a fraction new equity Shares in CINEMAKERS, CINEMAKERS shall not issue new equity Shares in fraction of share, to such shareholders but shall pay a cash consideration to such shareholders based on the value of such fractional entitlement.
- 10.3 As an integral part of Scheme, and, upon coming into effect of the Scheme, the authorized share capital of CINEMAKERS shall stand suitably increased, without any further act, instrument or deed on the part of CINEMAKERS to facilitate allotment of its New Shares to the shareholders of the Demerged Company as provided in Clause 10.1 above, as on the Effective Date such that, upon the effectiveness of the Scheme, the authorised share capital of the Resulting Company shall be Rs. 5,86,50,000/- (Rupees Five Crores Eighty Six Lakhs Fifty Thousand Only) divided into 58,65,000 (Fifty Eight Lakhs Sixty Five Thousand) equity shares of Rs. 10 (Rupees Ten) each. Clause V of the memorandum of association of the Resulting Company shall be altered and substituted with the provision set out below, upon coming into effect of the Scheme and without any further act or deed. Subsequent to enhancement of authorized share capital of CINEMAKERS, Clause V of the Memorandum of Association of CINEMAKERS shall , without any further act, instrument or deed, be and stand altered, modified and substituted with the provision set out below, upon coming into effect of the Scheme
"V. The authorized share capital of the Company is Rs. 5,86,50,000 (Rs. Five Crores Eighty Six Lakhs Fifty Thousand only), divided into 58,65,000 (Fifty Eight Lakhs Sixty Five Thousand) equity shares of Rs. 10 (Rupees Ten) each."
- 10.4 It is hereby clarified that for the purposes of Clause 10.3, the consent of the shareholders of CINEMAKERS to the Scheme shall be deemed to be sufficient for the purpose of effecting the above amendment and modification of authorized share capital, and no further resolutions or actions under the Act would be required to be separately passed or taken. However, CINEMAKERS shall file the requisite documents with the relevant Registrar of Companies, for such modification of its authorized share capital, as aforesaid.

- 10.5 Upon the Scheme becoming effective, the issued, subscribed and paid-up share capital of the CINEMAKERS shall stand suitably increased/ modified consequent upon the issuance of New Shares in accordance with Clause 10.1 above. It is clarified that no resolution seeking approval of the shareholders under section 42 and 62 of the Act or any other applicable provisions of the Act shall be required to be passed by CINEMAKERS separately in a general meeting for issue of New Shares to the members of ENTER10 under this Scheme and on the shareholders of CINEMAKERS approving this Scheme, it shall be deemed that they have given their consent to the issue of New Shares of CINEMAKERS to the members of the ENTER10 in the Share Entitlement Ratio.
- 10.6 Equity shares of CINEMAKERS to be issued to the respective shareholders of ENTER10 as above shall be subject to the Memorandum and Articles of Association of CINEMAKERS and shall rank *pari passu* with the existing equity shares of CINEMAKERS in all respects including dividends.
- 10.7 Approval of this Scheme by the shareholders of CINEMAKERS shall be deemed to be due compliance of the applicable provisions of the Act for the issue and allotment of equity shares by CINEMAKERS to the shareholders of ENTER10 as provided in this Scheme.

11. ACCOUNTING TREATMENT

Upon the Scheme becoming effective, ENTER10, the Demerged Company and CINEMAKERS, the Resulting Company shall account for Demerger of the Demerged Undertaking in their books of account with effect from the Appointed Date in accordance with the accounting standards specified under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015 (Ind AS)/ Accounting Standard Rules, 2015 or such other accounting principles as may be applicable or prescribed under the Act as amended from time to time, in relation to the underlying transactions in the Scheme including but not limited to the following:

11.1 Accounting Treatment in the books of the ENTER10, the Demerged Company

Upon the Scheme becoming effective, ENTER10, shall account for demerger in its books of accounts with effect from the Appointed Date in the following manner:

- 11.1.1 ENTER10, shall reduce the book value of assets and liabilities relating or pertaining to the Production Division/Demerged Undertaking transferred to CINEMAKERS from its books of accounts as appearing in its books at the close of business, on the day immediately preceding the Appointed Date.
- 11.1.2 The excess of the book value of assets transferred over the book value of liabilities transferred shall be adjusted against Reserve and shall be adjusted against the Surplus in Statement of Profit and Loss of ENTER10.

11.2 Accounting Treatment in the books of the Resulting Company

Upon the Scheme becoming effective, CINEMAKERS shall account for demerger in its books of accounts with effect from the Appointed Date in the following manner:

- 11.2.1 The Resulting Company, as on the Appointed Date, shall record the assets, liabilities, reserves and surplus (including but not limited to profit and loss) pertaining to the Demerged Undertaking, transferred to and vested in it pursuant to this Scheme at their respective carrying values, as appearing in the books of the Demerged Company.
- 11.2.2 The Resulting Company shall credit its share capital account with the aggregate face value of the New Shares issued and allotted to the relevant shareholders of the Demerged Company as per Clause 10.1 above.
- 11.2.3 The inter-se investment, loans and advances, if any, between Resulting Company and the Demerged Company in relation to the Demerged Undertaking appearing in the books of accounts of the respective companies shall stand cancelled.
- 11.2.4 The difference, if any, between the carrying value of assets and liabilities recorded as per Clause 11.2.1 above as reduced by the share capital issued as per Clause 11.2.2 above after giving effect to inter-company balances as per Clause 11.2.3 above shall be recorded as capital reserve (security premium) under scheme of arrangement) and will be presented separately from other type of equity with disclosure of its nature

and purpose in the notes. In case the above-mentioned capital reserve on arrangement is debit, being the goodwill still the said amount would be shown as negative under other equity, and be presented as reduction from the reserves, in the books of the Resulting Company.

In case of any difference in the accounting policy and applicable accounting GAAP between CINEMAKERS (the Resulting Company and the Production Division Undertaking of ENTER10) and the Demerged Company, the impact of the same will be quantified and adjusted in the capital reserves (as described in Clause 11.2.4 above) of CINEMAKERS, the Resulting Company to ensure that the financial statements of the Resulting Company reflect the financial position on the basis of consistent accounting policy.

It is, however, clarified that the Board of directors of ENTER10, and CINEMAKERS, in consultation with the respective statutory auditors, may account for the demerger in such manner as to comply with the provisions of section 133 of the Companies Act, 2013, the applicable accounting standards and other applicable provisions, if any.

12 CONDUCT OF BUSINESS OF THE DEMERGED UNDERTAKING

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

12.1.1 ENTER10 shall be deemed to have been carrying on and shall carry on its business and activities relating to the Production Division/ Demerged Undertaking and shall be deemed to have held and been in possession of and shall hold and stand possessed of the Demerged Undertaking for and on account of, and in trust for, CINEMAKERS and shall account for the same to CINEMAKERS.

12.1.2 All the profits or income accruing or arising to ENTER10 or expenditure or losses arising or incurred or suffered by ENTER10 pertaining to the Demerged Undertaking shall for all purposes be treated and be deemed to be accrued as the income or profits or losses or expenditure as the case may be of CINEMAKERS.

12.1.3 Where any of the debt, liability or obligation pertaining to the Production Division/ the Demerged Undertaking as on the Appointed Date has been discharged by ENTER10, after the Appointed Date but prior to the Effective Date, such discharge by ENTER10 shall be deemed to have been for and on account of CINEMAKERS.

12.1.4 All debts, liabilities or obligations incurred or undertaken by ENTER10 in relation to or in connection with Production Division/Demerged Undertaking after the Appointed Date but prior to the Effective Date, shall be deemed to have been incurred or undertaken for and on behalf of CINEMAKERS and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, instrument, matter or thing, stand transferred to CINEMAKERS and shall become the debts, liabilities and obligations of CINEMAKERS which it shall meet, discharge and satisfy. However, without prejudice to such transfer of proportionate liability amount, wherever considered necessary for the sake of convenience and towards facilitating single point creditor discharge, the Resulting Company may discharge such liability (including accretions) by making respective payments on the respective due dates to the Demerged Company, which shall in turn make payments to the respective creditors.; and

12.1.5 All assets accrued to and/or acquired by ENTER10 in relation to or in connection with Production Division/ Demerged Undertaking after the Appointed Date but prior to the Effective Date, shall be deemed to have been accrued to and/or acquired for and on behalf of CINEMAKERS and shall also without any further act, instrument, deed, matter or thing be and stand transferred to CINEMAKERS to that extent and shall become the assets of CINEMAKERS.

12.2 Notwithstanding anything contained in this Scheme, on or after Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Production Division/Demerged Undertaking are transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority, regulatory bodies or otherwise, in favour of CINEMAKERS, such company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or

as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authorities and till such time as may be mutually agreed by the relevant Parties, ENTER10, will continue to hold the property and/or the asset, license, permission, approval, contract or agreement and rights and benefits arising therefrom, as the case may be, in trust for and on behalf of CINEMAKERS.

- 12.3 CINEMAKERS shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law, contract or are otherwise considered necessary, for such consents, approvals and sanctions which CINEMAKERS may require to effectually own and operate the business of the Production Division/Demerged Undertaking.
- 12.4 For the purpose of giving effect to the order passed under Sections 230 to 232 and other applicable provisions of the Act in respect of this Scheme by the Tribunal, CINEMAKERS shall, at any time pursuant to the orders approving this Scheme, be entitled to get the record the change in the legal right(s) upon the demerger of the Production Division/ Demerged Undertaking, in accordance with the provisions of Sections 230 to 232 of the Act. CINEMAKERS, shall always be deemed to have been authorized to execute any pleadings, applications, forms etc., as may be required to remove any difficulties and facilitate and carry out any formalities or compliances as are necessary for the implementation of this Scheme. For the purpose of giving effect to the vesting order passed under Section 232 of the Act in respect of this Scheme, CINEMAKERS shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges and fulfil all obligations in relation to or applicable to all immovable properties including mutation and/or substitution of the ownership or the title to or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authorities in favour of CINEMAKERS, pursuant to the sanction of this Scheme by the Tribunal and upon the effectiveness of this Scheme in accordance with the terms hereof, without any further act or deed to be done or executed by CINEMAKERS. It is clarified that CINEMAKERS shall be entitled to engage in such correspondence and make such representations, as may be necessary, for the purposes of the aforesaid mutation and/or substitution.
- 12.5 It is hereby clarified that, if the Boards of the Demerged Company and the Resulting Company, in their sole discretion, determine that any of the transferred real property interests or transferred IP rights (forming part of the Demerged Undertaking) would more appropriately be provided to the Resulting Company, by means such as lease, sublease, license, sublicense, services agreements, transitional arrangements or otherwise, as feasible, then notwithstanding anything contained in the foregoing provisions, such transferred real property interests or transferred IP rights shall be made available to the Resulting Company, as part of the Scheme, in the manner determined by the Boards of the Demerged Company and the Resulting Company.

13 SAVING OF CONCLUDED TRANSACTIONS

The transfer of the Production Division/Demerged Undertaking of ENTER10, the Demerged Company to CINEMAKERS, and the continuance of proceedings by or against CINEMAKERS shall not affect any transaction or proceedings already concluded by ENTER10 on or after the Appointed Date till the Effective Date, to the end and intent that CINEMAKERS accepts and adopts all acts, deeds and things done and executed by ENTER10 for the Demerged Undertaking in respect thereto as done and executed on behalf of itself.

14 RESIDUAL BUSINESS

The Residual Business of ENTER10, the Demerged Company and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be continued to be owned and managed by ENTER10. All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against ENTER10 under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Telecasting and Broadcasting Division/ Residual Business (including those relating to any property, right, power, liability, obligation or duties of ENTER10 in respect of the Residual Business) shall be continued and enforced by or against

ENTER10 after the Effective Date. CINEMAKERS, shall in any event not be responsible or liable in relation to any such legal, taxation or other proceeding against ENTER10, which does not relate to CINEMAKERS or any part thereof, of ENTER10.

15 VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect this Scheme, the resolutions/ power of attorney of/ executed in relation to the Production Division/ Demerged Undertaking of ENTER10, as are considered necessary by the Board of ENTER10, and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions and power of attorney passed/ executed by CINEMAKERS, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then said limits as are considered necessary by the Board of CINEMAKERS shall be added to the limits, if any, under like resolutions passed by CINEMAKERS and shall constitute the aggregate of the said limits in CINEMAKERS.

PART III

GENERAL TERMS AND CONDITIONS

16 APPLICATIONS/PETITIONS TO THE TRIBUNAL

16.1 The Parties shall dispatch, make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act before the Tribunal, under whose jurisdiction the registered offices of the respective Parties are situated, for sanction of this Scheme under the provisions of Applicable Law for demerger of the Production Division Undertaking of ENTER10.

16.2 The Parties shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Parties may require to own the assets and/or liabilities of the respective businesses and to carry on the business on a regular basis.

17 MODIFICATION OR AMENDMENTS TO THIS SCHEME

17.1 On behalf of each of the Parties, the Board of the respective Parties acting themselves or through authorized persons, may consent jointly but not individually, on behalf of all persons concerned, to any modifications or amendments to this Scheme at any time and for any reason whatsoever, or to any conditions or limitations that the Tribunal or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by all of them (i.e. the Boards of the Parties) and solve all difficulties that may arise for carrying out this Scheme and do all acts, deeds and things necessary for putting this Scheme into effect.

17.2 In case of requirement for modification in the Scheme as per directions of the ROC, Liquidator, Regional Director, Ministry of Corporate Affairs, the National Company Law Tribunal, the Board of directors of the respective companies shall be absolutely competent to make suitable amendments without seeking any further consent of the members or the secured or unsecured creditors or the concerning regulating authority as may be applicable.

17.3 For the purposes of giving effect to this Scheme or to any modification hereof, the Board of Directors of the Parties acting themselves or through authorized Persons may jointly but not individually, give and are jointly authorized to give such directions including directions for settling any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all Parties, in the same manner as if the same were specifically incorporated in this Scheme.

17.4 The Parties shall each be at liberty to withdraw the scheme in entirety in case any condition or alteration imposed by the Tribunal or Appropriate Authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

17.5 In the event of revocation/ withdrawal of the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred inter-se the Parties or the respective shareholders or creditors or employees or any other person except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and preserved or walk out as is specifically provided in the Scheme or in accordance with the applicable law and as agreed between the

- parties and in such case, each party shall bear its own cost unless mutually agreed.
- 17.6 It is hereby clarified that submission of this Scheme to the Tribunal and to the Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defenses that the Parties may have under or pursuant to all Applicable Law.
- 17.7 On the approval of this Scheme by the shareholders of the Parties and such other classes of persons relating to the Parties, if any, all such shareholders and classes of persons shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable to all the matters related or arising pursuant to the Scheme.

18 CONDITIONALITY OF THE SCHEME

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

- 18.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Parties as may be directed by NCLT and in accordance with the Act.
- 18.2 The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the sanction of this Scheme by the NCLT.
- 18.3 The order of NCLT under Sections 230 to 232 of the Act and other applicable provisions of the Act in favour of the Parties sanctioning the Scheme.
- 18.4 The order of the NCLT sanctioning the Scheme shall be filed with the concerned ROC by the Parties in accordance with Section 232(5) of the Act.

19 DISCLOSURE ABOUT THE EFFECT OF THE DEMERGER ON KEY MANAGERIAL PERSONNELS, DIRECTORS, MEMBERS, DEPOSITORS, CREDITORS, DEBENTUREHOLDERS OF THE TRANSFEROR COMPANY

- 19.1 The Directors of ENTER10 shall be continuing in the same capacity. There is no other key managerial personnel, in ENTER10, therefore, there will be no adverse effect on KMP on the Transferor and Resulting Companies.
- 19.2 All the directors of CINEMAKERS shall continue to act as directors of CINEMAKERS.
- 19.3 All the shareholders of ENTER10 and CINEMAKERS shall be classified and recognised as per their present status, therefore there will no change in their status as such.
- 19.4 ENTER10 and CINEMAKERS have not raised any deposits, debentures, and not having any deposit trustees or the debenture trustee as such, therefore there would be no impact on them of the Scheme.
- 19.5 All the unsecured and secured creditors of the Demerged Undertaking Business of ENTER10, if any, will be transferred and taken over by CINEMAKERS; and there would be no change in their rights therefore there would be no impact on them of the Scheme.

20 EFFECT OF MODIFICATIONS IN SCHEME /NON-RECEIPT OF APPROVALS

- 20.1 The Demerged Company and the Resulting Company agree that if and at any time the NCLT or any Government Authority suggests or requires material modifications or amendments in the Scheme such modifications or amendments shall be carried out by the Demerged Company and the Resulting Company.
- 20.2 The Demerged Company and the Resulting Company, acting jointly and through their respective Boards, may mutually consent to any modifications or amendments or additions to this Scheme as applicable or to any conditions or limitations which the NCLT and/or any other authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable or appropriate for settling any question or doubt or difficulty that may arise for carrying out the Scheme and do all acts, deeds and things as may be necessary,

desirable or expedient for putting this Scheme into effect. However, any modifications and/ or amendments to the Scheme after the approval of the Scheme by the NCLT shall be carried out or effected by the Boards with the approval of the NCLT and the same shall be subject to powers of the NCLT under Sections 230-232 of the Act, it being understood that any such modifications shall at all times be in compliance with Section 2(19AA) of the IT Act.

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

21 DECLARATION OF DIVIDEND:

- 21.1 From the Appointed Date and filing of this Scheme with the Hon'ble Tribunal and until the Effective Date, ENTER10 shall declare a dividend only after prior written consent of the Board of directors of CINEMAKERS as well as CINEMAKERS shall declare a dividend only after prior written consent of the Board of directors of ENTER10.
- 21.2 It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of ENTER10 and/or CINEMAKERS to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of directors of ENTER10 and CINEMAKERS and subject, wherever necessary, to the approval of the shareholders of ENTER10 and CINEMAKERS, respectively.

22 ACCOUNTING STANDARDS:

ENTER10 and CINEMAKERS shall account for the Scheme of Arrangement for Demerger in its books in confirmation with the applicable accounting standards/Ind(AS) and other applicable provisions, if any. Pursuant to which the assets, liabilities and reserves of ENTER10 shall be recorded in the books of CINEMAKERS at their carrying amounts as on the appointed date.

23 SEVERABILITY

If any part of this Scheme is found to be unworkable or unviable for any reason whatsoever, the same shall not affect, subject to the decision of the Board of directors of the Companies, the validity or implementation of the other parts and/or provisions of this Scheme.

24 COSTS AND EXPENSES

All costs, charges, 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, shall be borne and paid by the Parties as may be mutually agreed by their respective Board of directors.

25 MISCELLANEOUS

If any part of this Scheme hereof is invalid, ruled illegal by any Tribunal of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the Parties to the Scheme that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for such parties the benefits and obligations of the Scheme, including but not limited to such part.

26. DETAILS OF THE AVAILABILITY OF DOCUMENTS OF THE DEMERGED AND RESULTING COMPANY

Members or Creditors of ENTER10 and CINEMAKERS may obtain following documents or its extracts there from, or obtaining copies, or inspection of the same at the Registered Office of ENTER10 and CINEMAKERS respectively at 141, Saket Nagar, Indore (M.P) 452001 on all the working days from 9:30 AM To 1:30 PM which are as follows:-

- 1) Latest Audited Financial Statements as at 31st March, 2022 along with the Board and the Auditors report of the companies;
- 2) Copy of the order of Tribunal in pursuance of which the meeting is to be convened or has been dispensed with if ordered by the Tribunal;
- 3) Copy of Composite Scheme of Arrangement for Demerger;
- 4) Contracts or arrangements material to the Arrangement for Demerger;
- 5) The certificate issued by Auditor of the company to the effect that the accounting treatment, if any, proposed in the Composite Scheme of Arrangement for Demerger is in conformity with the Accounting Standards;
- 6) The Valuation Report of the Independent Registered Valuer for shares and share entitlement ratio;
- 7) List of the shareholders and unsecured creditors as at 27th May, 2022;
- 8) Copy of the Board resolution dated 2nd June, 2022 for approving the Composite Scheme of Demerger by both the Companies
- 9) Such other information or documents as the Board of Management believes necessary and relevant for making decision for or against the Scheme.

For, Enter 10 Television Pvt. Ltd. (Transferor/Demerged Company)	Manish Singhal Director DIN:01101911	Sd/-
For, Cinemakers Media Production Pvt. Ltd. (Transferee/ Resulting Company)		Sd/-

Place: Indore

Date: 2nd June, 2022