

January 06, 2017

**National Stock Exchange of India Limited**

Exchange Plaza, 5<sup>th</sup> Floor,  
Plot No. C/1, G Block,  
Bandra Kurla Complex,  
Bandra (East), Mumbai - 400 051  
Fax: 022-26598237/38

**BSE Limited**

Corporate Relationship Department  
1<sup>st</sup> Floor, New Trading Ring,  
PJ Towers, Dalal Street,  
Fort, Mumbai - 400 001  
Fax: 022-22722061/41/39/37

**Company Code: PVR / 532689**

**Sub: Compliance under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015**

Dear Sir,

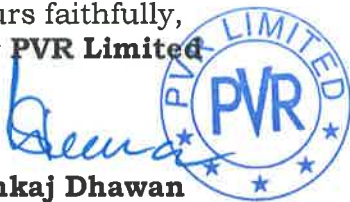
This is to inform you that the Hon'ble High Court of Delhi vide the formal Order issued on 04<sup>th</sup> January, 2017 has approved the Scheme of Amalgamation entailing merger of PVR Leisure Limited and Lettuce Entertain You Limited with PVR Limited effective from the appointed date of 1<sup>st</sup> April, 2015.

Please find enclosed the certified copy of the formal order received from Delhi High Court for your records.

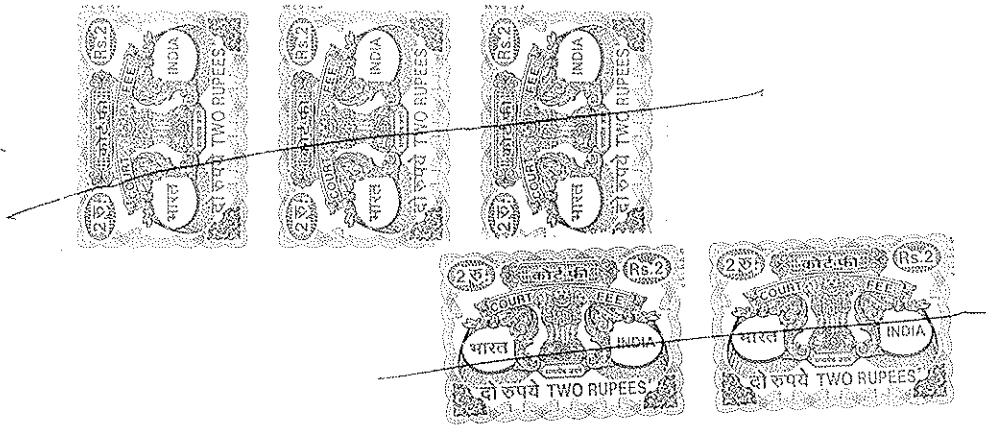
This is for your information and all concerned.

Thanking You.

Yours faithfully,  
For **PVR Limited**



**Pankaj Dhawan**  
**Sr. V.P.-Secretarial**

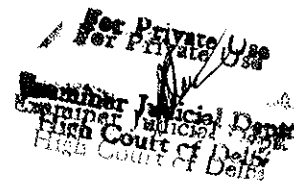


IN THE HIGH COURT OF DELHI AT NEW DELHI

(ORIGINAL COMPANY JURISDICTION)

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

AND



IN THE MATTER OF SCHEME OF AMALGAMATION

COMPANY PETITION NO. 854 OF 2015

CONNECTED WITH

COMPANY APPLICATION (M) NO. 161 OF 2015

IN THE MATTER OF

**LETTUCE ENTERTAIN YOU LIMITED.**

61, Basant Lok, Vasant Vihar,

New Delhi - 110057

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

AND

**PVR LEISURE LIMITED**

61, Basant Lok, Vasant Vihar,

New Delhi - 110057

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

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.....  
Senior Judge  
High Court of Delhi  
.....  
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WITH

**PVR LIMITED**

61, Basant Lok, Vasant Vihar,

New Delhi – 110057

..... Non Petitioner / Transferee Company

&

Their respective Shareholders and Creditors

BEFORE HON'BLE MR JUSTICE SIDDHARTH MRIDUL

**ORDER DATED 19<sup>TH</sup> OCTOBER, 2016**

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

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

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

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Examiner Judicial  
High Court  
Patna District  
Judicial Evidence Act

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

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

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

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Examiner, Insolvency and Liquidation  
 Ministry of Corporate Affairs  
 Section 79  
 Indian Insolvency and Liquidation Act

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

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

AND THIS COURT DOETH FURTHER ORDER:

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

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Certified to be true copy  
 Examiner of Jurats  
 High Court of Judicature  
 at Madras  
 Under Evidence Act

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

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

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WITNESSED TO BE TRUE COPY  
By Justice Jindal  
Authorised Signatory  
Indian Evidence Act

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

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

AM  
20/11/2017

Certified to be a true Copy  
Registrar of Companies  
Central Finance Division  
Central Finance Division

SCHEDULE-1

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ANNEXURE-P-1

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SCHEME OF AMALGAMATION

BETWEEN

LETTUCE ENTERTAIN YOU LIMITED

AND

PVR LEISURE LIMITED

AND

PVR LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

(A) BACKGROUND AND DESCRIPTION OF COMPANIES

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

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

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

For LETTUCE ENTERTAIN YOU LTD.

AUTHORIZED SIGNATORY

*[Signature]*

For PVR Leisure Limited

*[Signature]*  
Director

For PVR Limited

*[Signature]*  
Director

*[Signature]*

Verified to be True Copy

*[Signature]*  
10/10/2018  
10/10/2018



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**(B) RATIONALE FOR THE SCHEME OF AMALGAMATION**

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

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

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

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

**PARTS OF THE SCHEME OF AMALGAMATION:**

This Scheme of Amalgamation is divided into the following parts:

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

For LETTUCE ENTERTAIN YOU LTD.  
*Guna*  
AUTHORISED SIGNATORY

For PVR Leisure Limited  
*Abdul*

For PVR Limited  
*Guna*  
AUTHORISED SIGNATORY

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*Muhammad*

Certified to be True Copy  
Notary Public  
Notarised and  
Indian Evidence Act

PART - I

DEFINITIONS AND SHARE CAPITAL

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1. DEFINITIONS

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

- 1.1 "Act" or "The Act" means the Companies Act, 1956 and includes the notified sections of Companies Act, 2013 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force;
- 1.2 "Appointed Date" means April 01, 2015 or such other date as may be fixed or approved by the Hon'ble High Court or NCLT (as defined hereinafter) or any other Appropriate Authority;
- 1.3 "Appropriate Authority" means any government, statutory, regulatory, departmental or public body or authority of the Jurisdiction of Delhi, including Registrar of Companies and the Hon'ble High Court;
- 1.4 "Effective Date" means the last of the dates on which the conditions specified in Clause 19 are complied with. Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" shall mean and refer to the Effective Date;
- 1.5 "High Court" or "Court" means the High Court of Delhi at New Delhi to which this Scheme in its present form is submitted for its sanctioning under Sections 391 to 394 of the Act and the reference to the High Court shall wherever applicable include the NCLT, or such other forum or authority, as may be vested with any of the current powers of the High Court under Sections 391 to 394 of the Act and/or rules made thereunder;
- 1.6 "Lettuce" or "Amalgamating Company 1" means Lettuce Entertain You Limited, a company incorporated under the Act, having its registered office at G1, Basant Lok, Vasant Vihar, New Delhi - 110057;
- 1.7 "NCLT" means National Company Law Tribunal which is not yet formed due to pending notification of the applicable sections of the Companies Act, 2013. NCLT on formation perhaps may have the powers to discharge matters pending before the High Court then;

For LETTUCE ENTERTAIN YOU LTD.

*[Signature]*  
ADHIC... D SECRETARY

For PVR Lettuce Limited

*[Signature]*

For PVR Limited

*[Signature]*  
SECRETARY

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*[Signature]*

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Notarised with  
Indian Embassy mark

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

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

For LETTUCE ENTERTAIN YOU LTD.  
*[Signature]*  
 AUTHORIZED SIGNATORY

For PVR Leisure Limited  
*[Signature]*

For PVR Limited  
*[Signature]*

*[Signature]*

Verified to be a true Copy  
 Examiner, Judicial  
 High Court of  
 Madhya Pradesh  
 Indore Bench  
 Indore, Madhya Pradesh

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3. SHARE CAPITAL

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

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

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

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

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

For LETTUCE ENTERTAIN YOU LTD.

*Duma*  
AUDITOR SECRETARY

For PVR Leisure Limited

*Agnd*

For PVR Limited

*Duma*  
AUDITOR SECRETARY

*He*

Submitted to the  
Examiner of  
Accounts  
Government of  
India  
for the purpose of  
issuing the  
Certificate of  
Incorporation

29/12

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

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

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

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

For LETTUCE ENTERTAIN YOU LTD.

*Guman*  
AUTHORISED SIGNATORY

For PVR Leisure Limited

*Abhishek*

For PVR Leisure Limited

*Guman*  
AUTHORISED SIGNATORY

*HL  
2015*

Certified to be true and correct copy  
Swaminar Jun High  
Authorised Indian Registrar and

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PART - II

AMALGAMATION OF LETTUCE, PVR LEISURE WITH PVR

4. TRANSFER AND VESTING OF BUSINESS AND UNDERTAKING

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

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

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

For LETTUCE ENTERTAIN YOU LTD.

*[Signature]*  
AUTHORISED SIGNATORY

For PVR Leisure Limited

*[Signature]*  
Director

For PVR Limited

*[Signature]*  
Director

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*[Signature]*

Consented to the above

Examiner Judd  
Authorised Signatory  
Income Tax Department

ST / 14

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

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

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

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

For LETTUCE ENTERTAIN YOU LTD.  
*Buna*  
AUTHORISED SIGNATORY

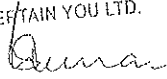
For PVR Leisure Limited  
*Abdul*  
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For PVR Leisure Limited  
*Buna*

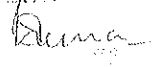
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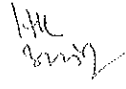
Stamp: REGISTERED BY THE REGISTRAR OF COMPANIES  
PVR LEISURE LIMITED  
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- 4.2.5 All assets and liabilities of Lettuce and PVR Leisure as on the Appointed Date, and all assets and properties which are acquired by Lettuce and PVR Leisure on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of PVR and shall under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or be deemed to be transferred to and vested in PVR upon the coming into effect of this Scheme pursuant to the provisions of Sections 391 to 394 of the Act, provided however that no onerous asset shall have been acquired by Lettuce and PVR Leisure after the Appointed Date without the prior written consent of PVR.
- 4.3 With effect from the Appointed Date, all debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of Lettuce and PVR Leisure shall be transferred or be deemed to have been transferred to PVR, to the extent they are outstanding on the Effective Date, without any further act, deed, matter or thing and the same shall be assumed by PVR so as to become, on and from the Appointed Date, the liabilities and obligations of PVR on same terms and conditions as were applicable to Lettuce and PVR Leisure. PVR shall undertake to meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.
- 4.4 Where any of the debt, liabilities (including contingent liabilities), duties and obligations of Lettuce and PVR Leisure, as on the Appointed Date, deemed to be transferred to PVR, have been discharged by Lettuce and PVR Leisure after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of PVR, and all loans raised and used and all liabilities and obligations incurred by Lettuce and PVR Leisure after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of PVR, and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing stand transferred to PVR and shall become the liabilities and obligations of PVR on same terms and conditions as were applicable to the Lettuce and PVR Leisure. PVR shall undertake to meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such loans and liabilities have arisen in order to give effect to the provisions of this Clause.

For LETTUCE ENTERTAIN YOU LTD.  
  
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For PVR Leisure Limited  


For PVR Limited  


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Submitted to the  
 Examiners  
 of the  
 Companies Act, 1956  
 for the purpose of  
 the Scheme of Arrangement  
 between Lettuce Entertainment You Ltd.  
 and PVR Limited  
 dated 15/08/2015



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

5. CONSIDERATION

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

6. ACCOUNTING TREATMENT

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

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

For LETTUCE ENTERTAIN YOU LTD.  
*[Signature]*  
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For PVR Leisure Limited  
*[Signature]*

For PVR Limited  
*[Signature]*

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Notified to be True Copy  
Registrar, District Registrar  
High Court of  
Karnataka Under Section 29  
Business Regulation Act.

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- 6.4 The difference in the value of net assets of Lettuce and PVR Leisure to be vested in PVR as per Clause 6.1 above, after adjustment of the cancellation of investment of PVR and PVR Leisure as per Clause 6.2 above would be debited to Goodwill or credited to Capital Reserve as the case may be.
- 6.5 In case of any difference in accounting policy between Lettuce, PVR Leisure and PVR, the impact of the same till the Appointed Date will be adjusted in accordance with Accounting Standard - 5 "Net Profit or Loss for the Period, Prior Period Items and Changes in Accounting Policies", to ensure that the financial statements of PVR reflect the financial position on the basis of consistent accounting policy.

**7. INCREASE IN AUTHORISED SHARE CAPITAL OF PVR**

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

**8. STAFF, WORKMEN AND EMPLOYEES**

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

For LETTUCE ENTERTAIN YOU LTD.

AUTHORIZED SIGNATORY

For PVR Limited

For PVR Limited

Authorized Signatory

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Classified to be disclosed to the public  
Exempted from disclosure under  
Section 17(2)(b) of the Information  
Act, 2009  
AUTHORITY: INFORMATION COMMISSIONER  
INDIA

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

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

9. LEGAL PROCEEDINGS

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

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

For LETTUCE ENTERTAIN YOU LTD.

*[Signature]*  
AUTHORIZED SIGNATORY

For PVR Limited

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For PVR Limited

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Executive Director  
Department of Labour  
Ministry of Labour and  
Industrial Relations Dept



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the statutory authorities concerned therewith in favour of PVR. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of Lettuce and PVR Leisure shall vest in and become available to PVR pursuant to the Scheme.

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

**11. OTHER ENTITLEMENTS**

11.1 All cheques and other negotiable instruments, payment orders received in the name of Lettuce and PVR Leisure after the Effective Date shall be accepted by the bankers of PVR and credited to the account of PVR. Similarly, the bankers of PVR shall honour cheques issued by Lettuce and PVR Leisure for payment after the Effective Date.

11.2 Upon the coming into effect of this Scheme the resolutions, if any, of Lettuce and PVR Leisure, which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of PVR and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in PVR.

**12. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE**

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

12.1 Lettuce and PVR Leisure undertake to preserve and carry on the business with reasonable diligence and business prudence and shall not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or encumber or otherwise deal with or dispose of any undertaking or any part thereof save and except in each case:

For LETTUCE ENTERTAIN YOU LTD.

AUTHORISED SIGNATORY

For PVR Leisure Ltd.

For PVR Limited

AUTHORISED SIGNATORY

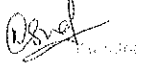
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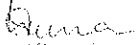
LETUCE ENTERTAIN YOU LTD  
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INDIAN SUBSIDIARY

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- (a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the High Court; or
  - (b) if the same is expressly permitted by this Scheme; or
  - (c) if the prior written consent of the Board of Directors of PVR has been obtained.
- 12.2 Lettuce and PVR Leisure shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest of Lettuce and PVR Leisure for and on account of, and in trust for PVR.
- 12.3 All profits and cash accruing to or losses arising or incurred (including the effect of taxes, if any, thereon), by Lettuce and PVR Leisure, shall for all purposes, be treated as the profits or cash or losses, of PVR.
- 12.4 All accretions and depletions to Lettuce and PVR Leisure shall be for and on account of PVR.
- 12.5 Any of the rights, powers, authorities, privileges attached, related or pertaining to or exercised by Lettuce and PVR Leisure shall be deemed to have been exercised by Lettuce and PVR Leisure for and on behalf of, and in trust for and as an agent of PVR. Similarly, any of the obligations, duties and commitments attached, related or pertaining to Lettuce and PVR Leisure that have been undertaken or discharged by Lettuce and PVR Leisure, shall be deemed to have been undertaken for and on behalf of and as an agent for PVR.
- 12.6 As and from the Appointed Date and till the Effective Date:
- 12.6.1 All assets and properties of Lettuce and PVR Leisure as on the date immediately preceding the Appointed Date, whether or not included in the books of Lettuce and PVR Leisure and all assets and properties relating thereto, which are acquired by Lettuce and PVR Leisure on or after the Appointed Date, in accordance with this Scheme, shall without any further act or deed be deemed to be the assets and properties of PVR.
- 12.6.2 All reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on the Appointed Date, whether or not provided in the books of Lettuce and PVR Leisure, and all reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations relating thereto which arise or accrue to Lettuce and PVR Leisure, on or after the Appointed Date in accordance with this Scheme, shall be deemed to be the reserves, debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of PVR.

For LETTUCE ENTERTAIN YOU LTD.  
  
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For PVR Leisure Limited  


For PVR Limited  
  
 Anura  
 Director  
 PVR Limited

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Registered to the  
 Examiner of  
 High Court  
 Andhra Pradesh  
 Hyderabad  
 20/11/2014

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13. SAVING OF CONCLUDED TRANSACTIONS

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

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

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

15. TREATMENT OF TAXES

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

15.2 All taxes of any nature, duties, cesses or any other like payment or deductions made by Lettuce and PVR Leisure to any statutory authorities such as Income Tax, Sales Tax, Service Tax etc. or any tax deduction or collection at source, relating to the period after

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For PVR Leisure Ltd.  
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For PVR Limited  
*Bena*  
A. S. D. Bena  
Sr. VP - Finance

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Examiner, Registrar  
Income Tax  
and other  
related Evidence

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the Appointed Date up to the Effective Date shall be deemed to have been on account of or paid by PVR and the relevant authorities shall be bound to transfer to the account of and give credit for the same to PVR upon the passing of the orders on this Scheme by the High Court and upon relevant proof and documents being provided to the said authorities.

15.3 Upon the Scheme becoming effective, PVR is also expressly permitted to revise its income tax, withholding tax, service tax, sales tax/ value added tax and other statutory returns and filings under the tax laws notwithstanding that the period of filing/ revising such returns may have lapsed and to claim refunds, advance tax and withholding tax credits, etc, pursuant to the provisions of this Scheme. PVR shall be entitled to refund and/or set off all amounts paid by either of Lettuce and PVR Leisure or PVR under Income Tax, Value Added Tax or any other disputed amount under appeal, if any, upon this scheme being effective.

16. DISSOLUTION OF LETTUCE AND PVR LEISURE

On the Scheme becoming effective, Lettuce and PVR Leisure shall without any further act or deed stand dissolved without being wound up.

For LETTUCE ENTERTAIN YOU LTD.  
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AUTHORISED SIGNATORY

For PVR Leisure Ltd.  
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For PVR Limited  
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certified to be True Copy  
Signature of  
101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



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PART - III

GENERAL TERMS AND CONDITIONS

17. APPLICATION TO THE HIGH COURT

Lettuce and PVR Leisure shall, with all reasonable dispatch, make application or petition under Sections 391-394 and other applicable provisions of the Act to the High Court of Delhi at New Delhi or any other Appropriate Authority, for sanction of this Scheme under the provisions of law. Since Lettuce and PVR Leisure are wholly owned subsidiary of PVR, there is no need for filing application or petition by PVR for sanctioning the Scheme.

18. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

Lettuce and PVR Leisure, acting through their respective Board of Directors may assent to any modifications / amendments to the Scheme or to any conditions or limitations that the Court and / or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors). Lettuce and PVR Leisure, by their respective Board of Directors, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter concerned or connected therewith.

19. CONDITIONALITY OF THE SCHEME

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

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

19.2 The sanction of this Scheme by the High Court or any other Appropriate Authority under Sections 391 to 394 and other applicable provisions, if any of the Act in favour of Lettuce and PVR Leisure.

For LETTUCE ENTERTAIN YOU LTD.

AUTHORISED SIGNATORY

*Bama*

For PVR LEISURE LTD.

*Arnd*

For PVR Limited

*Bama*

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*He*

Registered in the True Copy

Registered in the True Copy  
Registered under Section 12(1)(b) of the Indian Evidence Act

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- 19.3 Certified or authenticated copy of the Order of the High Court sanctioning the Scheme being filed with the Registrar of Companies by Lettuce and PVR Leisure respectively.
- 19.4 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, if any, which by law may be necessary for the implementation of this Scheme.

**20. EFFECT OF NON-RECEIPT OF APPROVALS**

In the event of any of the said sanctions and approvals referred to in Clause 19 not being obtained and / or the Scheme not being sanctioned by the High Court or such other Appropriate Authority, if any, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and agreed between the respective parties to this Scheme. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme unless otherwise mutually agreed.

**21. SETTLEMENT OF DIFFERENCE OR ISSUE THROUGH ARBITRATION**

If any doubt or differences or issues arise between the parties hereto or any of their shareholders, creditors, employees and any other party as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability vested under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to arbitration of a sole Arbitrator appointed by the consent of both the parties and shall be governed as per the Arbitration Act as in force.

**22. COSTS, CHARGES AND EXPENSES**

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of Lettuce and / or PVR Leisure, arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by PVR and would be debited to Goodwill or credited to Capital Reserve, as the case may be, arising pursuant to Clause 6.4.

For LETTUCE ENTERTAIN YOU LTD.

*[Signature]*  
AUTHORISED SIGNATORY

For PVR Ltd.

*[Signature]*

For PVR Limited

*[Signature]*

19

*[Signature]*

See 10.1 to 10.3 True Copy

Notarised Judicial Order  
 Court of the  
 District of  
 ...  
 ...  
 ...

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Transferor Companies	Transferee Company
<p>For LETTUCE ENTERTAIN YOU LIMITED</p> <p>For LETTUCE ENTERTAIN YOU LTD.</p> <p><i>Pankaj Dhawan</i> AUTHORISED SIGNATORY</p> <p>(Pankaj Dhawan) Authorised Signatory</p>	<p>For PVR LIMITED</p> <p>For PVR Limited</p> <p><i>Pankaj Dhawan</i> Pankaj Dhawan Sr. VP (Secretariat)</p> <p>(Pankaj Dhawan) Authorised Signatory</p>
<p>For PVR LEISURE LIMITED,</p> <p>For PVR Leisure Limited</p> <p><i>Pankaj Dhawan</i> Director</p> <p>(Pankaj Dhawan) Director</p>	

*Handwritten signature*

Deemed to be True Copy  
Seal of the Registrar  
Registrar Judicial Department  
for the State of Punjab  
Amritsar Under Section 47  
Indian Evidence Act

Schedule - II  
2 27

**LETTUCE ENTERTAIN YOU LIMITED**  
(Formerly known as K M Multiplexes and Fun Management Limited)

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY  
OF TRANSFEROR COMPANY NO. 1)

LETTUCE ENTERTAIN YOU LIMITED,  
-TRANSFEROR COMPANY NO. 1

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

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY  
OF TRANSFEROR COMPANY NO. 1)

LETTUCE ENTERTAIN YOU LIMITED  
- TRANSFEROR COMPANY NO. 1

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

PART -III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN  
ACTION OF TRANSFEROR COMPANY NO. 1)

LETTUCE ENTERTAIN YOU LIMITED  
- TRANSFEROR COMPANY NO. 1

S. No.	Particulars
1.	NIL

For LETTUCE ENTERTAIN YOU LIMITED

For LETTUCE ENTERTAIN YOU LTD.

Pankaj Dhawan  
Authorized Signatory AUTHORIZED SIGNATORY

Registered Office: 61, BasantLok, VasantVihar, New Delhi-110 057  
Corporate Office: Block-A, Building No. 9A, 4<sup>th</sup> Floor, DLF Cyber City, Phase-III, Gurgaon, Haryana-122002  
TEL: +91 124 4708 100 Email: pankaj.dhawan@pvr Cinemas.com  
CIN: U55101DL2012PLC245154

Notarized by Notary  
Notary Public  
Notary Office  
Notary Seal

28

# PVR LEISURE LIMITED

2

Regd. Office: 61, Basant Lok, Vasant Vihar, New Delhi - 110 057

## PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF TRANSFEROR COMPANY NO. 2)

PVR LEISURE LIMITED,

-TRANSFEROR COMPANY NO. 2

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

## PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF TRANSFEROR COMPANY NO. 2)

PVR LEISURE LIMITED

- TRANSFEROR COMPANY NO. 2

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

## PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF TRANSFEROR COMPANY NO. 2)

PVR LEISURE LIMITED

- TRANSFEROR COMPANY NO. 2

S.No.	Particulars
1.	1,86,27,083 shares of face value of Rs. 10/- each in PVR bluO Entertainment Limited.

FOR PVR LEISURE LIMITED

Dated this the 19<sup>th</sup> day of OCTOBER, 2016  
By Order of the Court.

Registrar (Co.)  
For Registrar General

*[Faint handwritten notes and stamps]*

12223/16  
 Date of Presentation of application for copy 22/12/16  
 No. of Words/Pages 28  
 Copying Fees 4/-  
 Process Fees (Urgent/Ordinary)  
 Registration and Postage Fee  
 Agency Fees  
 Total Rupees 140/-  
 Name of Applicant *Devraj Diclean*  
 Date of Receipt of Record for Copy 04/01/17  
 Date of Preparation of Copy 04/01/17  
 Date of Delivery of Copy

*H. Sen*  
 4/1/17  
 Administrative Officer (Jr)  
 (Original)  
 High Court of Delhi  
 Delhi



✓  
 4-1-17