

February 22, 2024

BSE Limited Phiroze Jeejeeboy Towers Dalal Street, Fort, Mumbai- 400 001 <u>BSE Scrip Code: 539056</u>	National Stock Exchange of India Limited Exchange Plaza, 5 th Floor, Plot no. C/1, G Block, Bandra Kurla Complex, Bandra (E) Mumbai- 400 051 <u>NSE Scrip Symbol: IMAGICAA</u>
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Dear Sir/ Madam,

Sub: Notice of the Extraordinary General Meeting No.01/2023-24

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that the Extraordinary General Meeting No. 01/2023-24 (“EGM”) of the Company will be held on **Monday, March 18, 2024 at 11:30 a.m.** through Video Conferencing (“VC”) or Other Audio-Video Means (“OAVM”). We are submitting herewith Notice of EGM of the Company along with explanatory statement, which is being sent through electronic mode to the Members.

The Company has provided the facility to vote by electronic means (remote e-voting as well as e-voting at the EGM) on the resolution as set out in the EGM Notice. The e-voting shall commence on Thursday, March 14, 2024 at 09:00 a.m. (IST) and will end on Sunday, March 17, 2024 at 05:00 p.m. (IST).

The Notice of EGM is also available on the website of the Company www.imagicaaworld.com

You are requested to take the same on record.

Thanking you,

Yours faithfully,

For Imagicaaworld Entertainment Limited

Reshma Poojari
Company Secretary & Compliance Officer

Encl: As above

Imagicaaworld Entertainment Limited



IMAGICAAWORLD ENTERTAINMENT LIMITED

CIN: L92490MH2010PLC199925

Registered Office: 30/31, Sangdewadi, Khopoli-Pali Road, Taluka Khalapur, District Raigad 410 203

Corporate Office: 201, 2nd Floor, Landmark Building, Opp. Infinity Mall, New Link Road, Andheri West, Mumbai 400 053

Tel: +91 22 6984 0000; Email: compliance@imagicaaworld.com; Website: www.imagicaaworld.com

NOTICE

Notice is hereby given to the Shareholders (**the “Shareholders” or the “Members”**) of Imagicaaworld Entertainment Limited (**“the Company”**) that an Extraordinary General Meeting No. 01/2023-24 (**“EGM”**) of the Company will be held on Monday, March 18, 2024 at 11:30 a.m. through Video Conferencing (**“VC”**) or Other Audio Visual Means (**“OAVM”**), to transact the following businesses:

SPECIAL BUSINESS:

- 1. Approval for acquisition and purchase of the Park Business Undertaking of Giriraj Enterprises and/or its partners (located at Lonavala and Shirdi) on a ‘slump sale’ basis as a going concern, a material related party transaction**

To consider, and if thought fit, to pass the following resolution as ORDINARY RESOLUTION:

“RESOLVED THAT pursuant to Regulation 23(4) and other applicable Regulations of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time (**“SEBI Listing Regulations”**), the applicable provisions of the Companies Act, 2013 (**“the Act”**), if any, read with Rules made thereunder (including any statutory modification(s) or re-enactment(s) thereof for the time being in force), the provisions of the Memorandum and Articles of Association of the Company, the Company’s policy on related party transactions and as per the recommendation/approval of the Audit Committee and the Board of Directors of the Company vide resolutions passed at their respective meetings, and subject to statutory and/or regulatory approvals, if any, and/ or third party approval(s)/ consent(s), if any, the consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (**“Board”**) (which term shall include any Committee constituted by the Board or hereinafter constituted from time to time, to exercise its powers including power conferred by this resolution) to acquire and purchase the park business undertaking pertaining to the water parks, theme park and amusement park owned by Giriraj Enterprises and/or its partners (as may be applicable) (collectively, the **“Sellers”**) which are located at Lonavala and Shirdi in the State of Maharashtra, namely: (A) **“Wet n Joy Waterpark”**, located at Lonavala, Maharashtra (**“Lonavala Waterpark”**); (B) **“Wet n Joy Amusement park”**, located at Lonavala, Maharashtra (**“Lonavala Amusement Park”**); (C) **“Sai Teerth Theme Park”**, located at Shirdi, Maharashtra (**“Shirdi Theme Park”**); and (D) **“Wet n Joy Waterpark”**, located at Shirdi, Maharashtra (**“Shirdi Waterpark”**) (collectively, the Lonavala Waterpark, the Lonavala Amusement Park, the Shirdi Theme Park and the Shirdi Waterpark are collectively referred to as the **“Park Business Undertaking”**), on a ‘slump sale’ basis (*within the meaning of such term under Section 2(42C) of the Income-*

tax Act, 1961) ("**Slump Sale**") as a 'going concern' basis, from the Sellers, Related Parties of the Company within the meaning of Section 2(76) of Act and Regulation 2(1)(zb) of the SEBI Listing Regulations, which includes all assumed assets relating to the Park Business Undertaking (*together with the embedded goodwill, immovable assets, fixed assets, movable assets, properties, resources, facilities, utilities and services, equipment, plant and machinery, tools, electrical installations, fire-fighting systems, furniture and fixtures, office equipment, vehicles, communication facilities, computer hardware, and capital work in progress, machineries, spares, consumables and stores materials, inventory, brands and intangible assets, certain licensed trademarks, contracts, licenses and permissions, business records, transferring employees along with their employee benefit funds, insurance policies, the right, interests and benefits in respect of all the authorizations granted to the Sellers relating primarily to and required for the operation of the Park Business Undertaking and other assets and assumed liabilities pertaining to the Park Business Undertaking as per the terms and conditions of the BTA Definitive Agreements (as hereinafter defined)*) {and which excludes the other undertakings and other businesses of the Sellers (i.e., other than the Park Business Undertaking), and certain other excluded assets and excluded liabilities as identified/to be identified as per the terms and conditions of the BTA Definitive Agreements (as hereinafter defined)} (collectively, the "**Park Business Undertaking**") as per the terms and conditions of the Business Transfer Agreement to be executed in this regard from time to time ("**BTA**" or "**Business Transfer Agreement**"), without values being assigned to the individual assets and liabilities, along with the goodwill associated with it, by issuing and/or executing the Business Transfer Agreement and/or other documents, agreements, instruments, deeds, arrangements, letters, correspondences, applications and/or writings required in connection with, or ancillary to, the execution and/or implementation of the Business Transfer Agreement (collectively, the "**BTA Ancillary Documents**") (*Business Transfer Agreement and the BTA Ancillary Documents are collectively referred to as the "**BTA Definitive Agreements**"*) between the Sellers and the Company, for a total purchase consideration of Rs. 630,00,00,000/- (Rupees Six Hundred and Thirty Crore only), on a debt free basis, subject to certain closing date adjustments as specified in the BTA Definitive Agreements, payable in multiple tranches over a period of up to 30 (thirty) months from closing under the Business Transfer Agreement, as agreed and set out under the BTA Definitive Agreements and as mentioned in the explanatory statement of this resolution, with effect from such date, in such manner and on such terms and conditions as specified under the BTA Definitive Agreements to be executed in relation to such aforesaid transactions (collectively, the "**BTA Transaction**") and the said transaction is on arm's length and in the ordinary course of business of the Company.

RESOLVED FURTHER THAT pursuant to Regulation 23(4) and other applicable Regulations of the SEBI Listing Regulations, the applicable provisions of the Companies Act, 2013, if any, read with Rules made thereunder (including any statutory modification(s) or re-enactment(s) thereof for the time being in force) and on the recommendation/approval of the Audit Committee and the Board of Directors of the Company, the approval of the Members of the Company be and is hereby accorded to the Board to enter into and/or continue to enter into other contract(s)/arrangement(s)/ transaction(s) (whether by way of an individual transaction or transactions taken together or series of transactions or otherwise) with Giriraj Enterprises, a related party of the Company, (i.e. other than aforesaid BTA Transaction) in the nature of a) sale, purchase, lease, or supply of goods or property; b) availing or rendering of services; c) transfer of any resources, services or obligations to meet its business objectives/requirements for an amount not exceeding Rs. 2,40,00,000/- (Rupees Two Crore Forty Lakhs only), during the financial year 2024-25 on such terms and conditions as may be agreed between the Company and Giriraj Enterprises and subject to such contract(s)/arrangement(s)/transaction(s) being carried out at arm's length and in the ordinary course of business of the Company.

RESOLVED THAT the Board, be and is hereby authorised to do and perform all such acts, deeds, matters and things, as may be necessary, including finalising and executing necessary documents, including agreement(s), deeds of assignment and such other documents, file applications and make representations in respect thereof and seek approval from relevant authorities, including Governmental/regulatory authorities, as applicable, in this regard and deal with any matters, take necessary steps as the Board may, in its absolute discretion deem necessary, desirable or expedient, to give effect to this resolution and to negotiate, settle any questions, difficulties or doubts that may arise in this regard and incidental thereto, including without limitation to, making necessary regulatory filings, if any, negotiating, finalising and executing any amendments in relation to BTA and BTA Definitive Agreements and/or any other undertakings, memoranda, deeds, documents and such other papers and writings, as may be deemed necessary or expedient, in connection therewith, without being required to seek any further consent or approval of the Members or otherwise to the end and intent that the Members shall be deemed to have given their approval thereto expressly by the authority of this resolution.

RESOLVED FURTHER THAT the Board, be and is hereby authorised to delegate all or any of the powers herein conferred, as it may deem fit, in its absolute discretion to any Committee of the Board or any Director(s) or Chief Executive Officer or Chief Financial Officer or Company Secretary or any other Officer(s) / Authorised Representative(s) of the Company to do all such acts and take such steps, as may be considered necessary or expedient, to give effect to the aforesaid resolution(s).

RESOLVED FURTHER THAT all actions taken by the Board/ Audit Committee in connection with any matter(s) referred to or contemplated in any of the foregoing resolutions be and are hereby approved, ratified and confirmed in all respects.”

2. Approval for purchase of the Indore Park Project Assets and Lease of the Indore Park Project Land Parcels from Malpani Parks Indore Private Limited, a material related party transaction

To consider and if thought fit, pass the following resolution as an ORDINARY RESOLUTION:

“**RESOLVED THAT** pursuant to Regulation 23(4) and other applicable Regulations of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time (“**SEBI Listing Regulations**”), the applicable provisions of the Companies Act, 2013 (“**the Act**”), if any, read with Rules made thereunder (including any statutory modification(s) or re-enactment(s) thereof for the time being in force), the provisions of the Memorandum and Articles of Association of the Company, the Company’s policy on related party transactions and as per the recommendation/approval of the Audit Committee and the Board of Directors of the Company vide resolutions passed at their respective meetings, and subject to statutory and/or regulatory approvals, if any, and/ or third party approval(s)/ consent(s), if any, the consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (“**Board**”) (which term shall include any committee constituted by the Board or hereinafter constituted from time to time, to exercise its powers including power conferred by this resolution) to: (A) purchase the assets and/or properties pertaining to the water park project being constructed and developed by **Malpani Parks Indore Private Limited** (“**Seller**” / “**Lessor**”), a Related Party of the Company within the meaning of Section 2(76) of Act and Regulation 2(1)(zb) of the SEBI Listing Regulations, situated at village Paliya Haidar, off Indore – Ujjain Road, located at Indore in Madhya Pradesh (“**Indore Park Project**”) {together with the fixed assets (other than the land parcels pertaining to the Indore Park Project), movable assets, properties, building and roads, rides

and other plant and machinery, electrical equipment, furniture and other equipment, including any capital work in progress as part of the Indore Park Project, resources, facilities, utilities and services, tools, electrical installations, fire-fighting systems, machineries, spares, consumables and stores materials, contracts, licenses and permissions, business records, the right, interests and benefits in respect of all the authorizations and/or approvals pertaining to the Indore Park Project and other assets as agreed in this regard) ("**Indore Park Project Assets**"), for an aggregate consideration not exceeding Rs. 140,00,00,000/- (Rupees One Hundred and Forty Crore only), subject to such deductions and/or adjustments as specified in the Definitive Agreements (*as hereinafter defined*), with effect from such date, in such manner and on such terms and conditions as specified under the Definitive Agreements executed/to be executed in relation to such aforesaid transactions; and (B) to acquire leasehold rights and/or take lease over the right, title and interest of the Lessor in the land parcels pertaining to the Indore Park Project of an area admeasuring approximately 18 acres situated at Village Paliya Haidar, off Indore – Ujjain Road, located at Indore in Madhya Pradesh ("**Indore Park Project Land Parcels**") against payment of annual lease rentals of an amount of Rs. 3,80,00,000/- (Rupees Three Crore Eighty Lakhs only) plus applicable taxes subject to certain adjustments, increase, revisions etc. as may be specified in the Definitive Agreements (*as hereinafter defined*), with effect from such date, in such manner and on such terms and conditions as specified under the Definitive Agreements executed/to be executed in relation to such aforesaid transactions, and interest free security deposit security deposit(s) to be kept with the Lessor of an amount of Rs. 1,00,00,000/- (Rupees One Crore only), subject to certain adjustments, increase, revisions etc. as may be specified in the Definitive Agreements with the Lessor in relation to the aforesaid lease of the Indore Park Project Land Parcels; as per the terms and conditions of the offer letter ("**Offer Letter**") and the purchase agreement(s), asset purchase agreement(s), transfer agreement(s), lease agreement(s) and/or other documents, agreements and/or instruments in this regard (collectively, the "**Transaction Document(s)**") executed/to be executed in this regard from time to time, and/or other documents, agreements, instruments, deeds, arrangements, letters, correspondences, applications and/or writings required in connection with, or ancillary to, the execution and/or implementation of the Offer Letter and/or the Transaction Document(s) (collectively, the "**Ancillary Documents**") (*the Offer Letter, the Transaction Document(s) and other Ancillary Documents are collectively referred to as the "Definitive Agreements"*), in relation to the aforesaid transactions (collectively, the "**Transaction**") and said Transaction is on arm's length and in the ordinary course of business of the Company.

RESOLVED FURTHER THAT the Board, be and is hereby authorised to do and perform all such acts, deeds, matters and things, as may be necessary, including finalising and executing necessary documents, including agreement(s), deeds of assignment and such other documents, file applications and make representations in respect thereof and seek approval from relevant authorities, including Governmental/regulatory authorities, as applicable, in this regard and deal with any matters, take necessary steps as the Board may, in its absolute discretion deem necessary, desirable or expedient, to give effect to this resolution and to negotiate, settle any questions, difficulties or doubts that may arise in this regard and incidental thereto, including without limitation to, making necessary regulatory filings, if any, negotiating, finalising and executing any amendments in relation to any of the Definitive Agreements and/or any other Ancillary Documents or other undertakings, memoranda, deeds, documents and such other papers and writings, as may be deemed necessary or expedient, in connection therewith, without being required to seek any further consent or approval of the Members or otherwise to the end and intent that the Members shall be deemed to have given their approval thereto expressly by the authority of this resolution.

RESOLVED FURTHER THAT the Board, be and is hereby authorised to delegate all or any of the powers herein conferred, as it may deem fit, in its absolute discretion to any Committee of the Board or any Director(s) or Chief Executive Officer

or Chief Financial Officer or Company Secretary or any other Officer(s) / Authorised Representative(s) of the Company, to do all such acts and take such steps, as may be considered necessary or expedient, to give effect to the aforesaid resolution.

RESOLVED FURTHER THAT all actions taken by the Board/ Audit Committee in connection with any matter(s) referred to or contemplated in any of the foregoing resolutions be and are hereby approved, ratified and confirmed in all respects.”

3. Approval of Material Related Party Transactions with Malpani Parks Private Limited and Malpani Retails Private Limited

To consider and if thought fit, pass the following resolution as an ORDINARY RESOLUTION:

“RESOLVED THAT pursuant to Regulation 23(4) and other applicable Regulations of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**“SEBI Listing Regulations”**), the applicable provisions of the Companies Act, 2013 (**“the Act”**) read with the Rules made thereunder (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), and as per the recommendation/approval of the Audit Committee and the Board, the consent of the Members be and is hereby accorded to the Board of Directors of the Company for entering into and/or carrying out transaction(s) and/or continuing with/ modification(s) of existing transaction(s) / contract(s) / arrangement(s) / agreement(s) as fresh and independent transaction(s) or otherwise (whether individually or series of transaction(s) taken together or otherwise), with the Related party(ies) within the meaning of Section 2(76) of the Act and Regulation 2(1)(zb) of the SEBI Listing Regulations, as mentioned in the below table and as per the details set out in the explanatory statement to this resolution and on such terms and conditions as may be agreed between the Company and Related Party(ies) during the financial year 2024-25, subject to such contract(s)/arrangement(s)/transaction(s) being carried out at arm’s length and in the ordinary course of business of the Company:

Name of Related Party	Nature of Relationship	Nature of Transaction	Proposed Amount (Rs. in crore)
Malpani Parks Private Limited	Promoter and Holding Company	Borrowing of funds or availing Corporate Guarantee or other forms of securities to be provided to Bank or financial institutions on behalf of the Company for the loan availed by the Company	100
Malpani Retails Private Limited	Directors having influence in the entity	For purchase and sale of goods or receiving or rendering of services and/or transfer of any resources, services or obligations or borrowing/infusion of funds in the Company through inter-corporate loan or availing Corporate Guarantee or other forms of securities to be provided to Bank or financial institutions on behalf of the Company for the loan availed by the Company	107

RESOLVED FURTHER THAT the Board, be and is hereby authorised to do and perform all such acts, deeds, matters and things, as may be necessary, including finalising and executing necessary documents, including agreement(s) and such other documents, file applications and make representations in respect thereof and seek approval from relevant authorities, including Governmental/regulatory authorities, as applicable, in this regard and deal with any matters, take necessary steps as the Board may, in its absolute discretion deem necessary, desirable or expedient, to give effect to this resolution and to settle any question that may arise in this regard and incidental thereto, without being required to seek any further consent or approval of the Members or otherwise to the end and intent that the Members shall be deemed to have given their approval thereto expressly by the authority of this resolution.

RESOLVED FURTHER THAT the Board, be and is hereby authorised to delegate all or any of the powers herein conferred, as it may deem fit, in its absolute discretion to any Committee of the Board or any Director(s) or Chief Executive Officer or Chief Financial Officer or Company Secretary or any other Officer(s) / Authorised Representative(s) of the Company, to do all such acts and take such steps, as may be considered necessary or expedient, to give effect to the aforesaid resolution.

RESOLVED FURTHER THAT all actions taken by the Board/ Audit Committee in connection with any matter(s) referred to or contemplated in any of the foregoing resolutions be and are hereby approved, ratified and confirmed in all respects.”

By order of the Board of Directors

Place: Mumbai
Date : February 8, 2024

Reshma Poojari
Company Secretary
Membership Number: ACS 34554

Registered Office:
30/31, Sangdewadi,
Khopoli-Pali Road, Taluka Khalapur,
District Raigad - 410 203
Maharashtra

Notes:

1. An Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 (“the Act”) which sets out details relating to Special Businesses to be transacted at the Extraordinary General Meeting No. 01/2023-24 (“EGM”/ “Meeting”), is annexed hereto.
2. Pursuant to the General Circular 9/2023 dated September 25, 2023 and other circulars issued by the Ministry of Corporate Affairs (“MCA”) (hereinafter collectively referred to as “the Circulars”), companies are allowed to hold EGM through Video Conferencing (“VC”) and Other Audio Visual Means (“OAVM”) without the physical presence of Members at a Common Venue. Hence, in compliance with the Circulars, the EGM of the Company is being held through VC/OAVM. The deemed venue of the EGM shall be the Registered Office of the Company. In terms of MCA Circulars and the provisions of the Act and applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”) the EGM is being convened through VC/OAVM. Hence, Members can attend and participate in the EGM through VC/OAVM only. The detailed procedure for participating in the EGM through VC/OAVM is annexed herewith and also available at the Company’s website www.imagicaaworld.com
3. Pursuant to the provisions of the Act, a Member entitled to attend and vote at the EGM is entitled to appoint a proxy to attend and vote on his/her behalf and the proxy need not be a Member of the Company. Since this EGM is being held pursuant to the Circulars through VC/OAVM, physical attendance of Members has been dispensed with. Accordingly, the facility for appointment of proxies by the Members will not be available for the EGM and hence the Proxy Form, Attendance Slip and Route Map are not annexed to this Notice.
4. Members attending the EGM through VC/OAVM shall be counted for the purposes of reckoning the quorum under Section 103 of the Act.
5. Institutional/Corporate Members (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to e-Voting system of LIPL: <https://instavote.linkintime.co.in> and register themselves as ‘Custodian/ Mutual Fund/ Corporate Body’. They are also required to send a scanned certified true copy of the board resolution/ authority letter/ power of attorney etc. together with attested specimen signature of the duly authorised representative(s) in PDF format in the ‘Custodian/ Mutual Fund/ Corporate Body’ login for the Scrutinizer to verify the same.
6. Members can join the EGM through the VC/OAVM mode 15 minutes before the scheduled time of the Meeting by following the procedure mentioned in the Notice. The facility of EGM through VC/OAVM will be made available for 1000 Members. This will not include large Shareholders (Shareholders holding 2% or more shareholding), Promoters, Institutional Investors, Directors, Key Managerial Personnel, the Chairpersons of the Audit Committee, Nomination and Remuneration Committee and Stakeholders’ Relationship Committee and Auditors, who are allowed to attend the EGM without restriction as provided in the MCA Circulars.
7. The Notice of the EGM is being sent only by electronic mode to those Members whose email addresses are registered with the Company/Depositories in accordance with the aforesaid Circulars. Members may note that the Notice of EGM will also be available on the Company’s website www.imagicaaworld.com; websites of the Stock Exchanges i.e. National Stock Exchange of India Limited and BSE Limited at www.bseindia.com and www.nseindia.com respectively.

8. Members who have not registered or updated their email id so far are requested to register or update the same to receive the Notice of EGM, electronically, as per the following procedure:
- For Members holding shares in physical form, please send scan copy of a signed request letter mentioning your folio number, complete address, email address to be registered along with scanned self-attested copy of the PAN and any document (such as Driving License, Passport, Bank Statement, AADHAR) supporting the registered address of the Member, by email to the Company's email address compliance@imagicaaworld.com
 - For Members holding shares in demat form, please update your email address through your respective Depository Participant/s (DP).
9. Members may note that relevant documents referred to in the Notice shall be made available for inspection in accordance with applicable statutory requirement based on request received by the Company at compliance@imagicaaworld.com
- 10. Process and manner for Members opting for voting through Electronic means:**
- a. Pursuant to the provisions of Section 108 of the Act read with Rule 20 of the Companies (Management and Administration) Rules, 2014, as amended from time to time, Secretarial Standard on General Meetings ("SS-2") issued by the Institute of Company Secretaries of India ("ICSI") and Regulation 44 of the SEBI Listing Regulations read with MCA Circulars, the Company is providing remote e-voting facility to its Members in respect of the business to be transacted at the EGM and facility for those Members participating in the EGM to cast vote through e-voting system during the EGM. The Company has engaged the services of Link Intime India Private Limited ("LIPL"/"RTA") to provide remote e-voting facility to enable the Members to cast their votes electronically.
 - b. Members whose names are recorded in the Register of Members or in the Register of Beneficial Owners maintained by the Depositories as on the Cut-off date i.e. Monday, March 11, 2024, shall be entitled to avail the facility of remote e-voting as well as e-voting system on the date of the EGM. Any recipient of the Notice, who has no voting rights as on the Cut-off date, shall treat this Notice as intimation only.
 - c. A person who has acquired the shares and has become a Member of the Company after the dispatch of the Notice of the EGM and prior to the Cut-off date i.e. Monday, March 11, 2024, shall be entitled to exercise his/her vote either electronically i.e. remote e-voting or e-voting system on the date of the EGM by following the procedure mentioned in this part.
 - d. The remote e-voting period will commence on Thursday, March 14, 2024 at 09:00 a.m. (IST) and end on Sunday, March 17, 2024 at 05:00 p.m. (IST). During this period, Members of the Company, holding shares either in physical form or in dematerialized form, as on the Cut-off date of Monday, March 11, 2024 may cast their vote by remote e-voting. The remote e-voting module shall be disabled by LIPL for voting thereafter.
 - e. Once the vote on a resolution is cast by the Member, the Member shall not be allowed to change it subsequently or cast the vote again.
 - f. The voting right of the Members shall be in proportion to their share in the paid up equity share capital of the Company as on the Cut-off date i.e. Monday, March 11, 2024.

g. The Company has appointed Mr. P. N. Parikh (Membership No. FCS 327, CP 1228) and failing him Mr. Mitesh Dhabliwala (Membership No. FCS 8331, CP 9511) and failing him Ms. Sarvari Shah (Membership No. FCS 9697, CP 11717) of M/s. Parikh & Associates, Practising Company Secretaries to act as the Scrutinizer for remote e-voting as well as the e-voting on the date of the EGM in fair and transparent matter.

h. EVENT NUMBER : 240065

i. **The procedure and instructions for remote e-voting are as follows:**

Login Methods:

Type of Shareholders	Login Method
Individual Shareholders holding securities in demat mode with NSDL	<ul style="list-style-type: none"> • If you are already registered for NSDL IDeAS facility, please visit the e-Services website of NSDL. Open web browser by typing the following URL: https://eservices.nsdl.com either on a Personal Computer or on a mobile. Once the home page of e-Services is launched, click on the “Beneficial Owner” icon under “Login” which is available under ‘IDeAS’ section. A new screen will open. You will have to enter your User ID and Password. • After successful authentication, you will be able to see e-Voting services. Click on “Access to e-Voting” under e-Voting services and you will be able to see e-Voting page. Click on company name or e-Voting service provider name and you will be redirected to e-Voting service provider website for casting your vote during the remote e-Voting period. • If you are not registered for IDeAS e-Services, option to register is available at https://eservices.nsdl.com Select "Register Online for IDeAS Portal" or click at https://eservices.nsdl.com/SecureWeb/IdeasDirectReg.jsp • Visit the e-Voting website of NSDL. Open web browser by typing the following URL: https://www.evoting.nsdl.com/ either on a personal computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon "Login" which is available under 'Shareholder/Member' section. A new screen will open. You will have to enter your User ID (i.e. your sixteen-digit demat account number hold with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on the Company name or e-Voting service provider name i.e. LINKINTIME and you will be redirected to “InstaVote” website for casting your vote during the remote e-Voting period.
Individual Shareholders holding securities in demat mode with CDSL	<ul style="list-style-type: none"> • Users who have opted for CDSL Easi / Easiest facility, can login through their existing user id and password. The option will be made available to reach e-Voting page without any further authentication. The users to login Easi / Easiest are requested to visit CDSL website www.cdslindia.com and click on login icon

Type of Shareholders	Login Method
	<p data-bbox="570 239 1503 310">& New System Myeasi Tab and then use your existing my easi username & password.</p> <ul data-bbox="537 352 1503 1102" style="list-style-type: none"> <li data-bbox="537 352 1503 632">• After successful login the Easi / Easiest user will be able to see the e-Voting option for eligible companies where the evoting is in progress as per the information provided by the Company. On clicking the evoting option, the user will be able to see e-Voting page of the e-Voting service provider i.e. LINKINTIME for casting your vote during the remote e-Voting period. Additionally, there are also links provided to access the system of all e-Voting Service Providers, so that the user can visit the e-Voting service providers’ website directly. <li data-bbox="537 674 1503 785">• If the user is not registered for Easi/Easiest, the option to register is available at CDSL website www.cdslindia.com and click on login & New System Myeasi Tab and then click on registration option. <li data-bbox="537 827 1503 1102">• Alternatively, the user can directly access the e-Voting page by providing Demat Account Number and PAN No. from an e-Voting link available on www.cdslindia.com home page. The system will authenticate the user by sending OTP on registered Mobile & Email as recorded in the Demat Account. After successful authentication, the user will be able to see the e-Voting option where the e-voting is in progress and also able to directly access the system of all e-Voting Service Providers.
<p data-bbox="191 1121 496 1314">Individual Shareholders (holding securities in demat mode) & login through their depository participants</p>	<ul data-bbox="537 1121 1503 1423" style="list-style-type: none"> <li data-bbox="537 1121 1503 1192">• You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL/CDSL for e-Voting facility. <li data-bbox="537 1234 1503 1423">• Once login, you will be able to see e-Voting option. Once you click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature. Click on company name or e-Voting service provider name and you will be redirected to e-Voting service provider website for casting your vote during the remote e-Voting period.
<p data-bbox="191 1442 496 1635">Individual Shareholders holding securities in Physical mode & e-voting service Provider is LINKINTIME</p>	<ol data-bbox="537 1442 1503 1879" style="list-style-type: none"> <li data-bbox="537 1442 1503 1514">1. Open the internet browser and launch the URL: https://instavote.linkintime.co.in <li data-bbox="537 1524 1503 1879">2. Click on “Sign Up” under ‘SHARE HOLDER’ tab and register with your following details: - <ul data-bbox="581 1619 1503 1879" style="list-style-type: none"> <li data-bbox="581 1619 1503 1690">A. User ID: Shareholders/ members holding shares in physical form shall provide Event No + Folio Number registered with the Company. <li data-bbox="581 1711 1503 1822">B. PAN: Enter your 10-digit Permanent Account Number (PAN) (Members who have not updated their PAN with the Depository Participant (DP)/ Company shall use the sequence number provided to you, if applicable. <li data-bbox="581 1843 1503 1879">C. DOB/DOI: Enter the Date of Birth (DOB) / Date of Incorporation (DOI) (As

Type of Shareholders	Login Method
	<p>recorded with your DP / Company - in DD/MM/YYYY format)</p> <p>D. Bank Account Number: Enter your Bank Account Number (last four digits), as recorded with your DP/Company.</p> <p>* <i>Shareholders/ members holding shares in physical form but have not recorded 'C' and 'D', shall provide their Folio number in 'D' above.</i></p> <p>* <i>Shareholders holding shares in NSDL form, shall provide 'D' above</i></p> <ul style="list-style-type: none"> ➤ Set the password of your choice (The password should contain minimum 8 characters, at least one special Character (@!#\$%*), at least one numeral, at least one alphabet and at least one capital letter). ➤ Click "confirm" (Your password is now generated). <p>3. Click on 'Login' under 'SHARE HOLDER' tab.</p> <p>4. Enter your User ID, Password and Image Verification (CAPTCHA) Code and click on 'Submit'.</p>

Cast your vote electronically:

1. After successful login, you will be able to see the notification for e-voting. Select 'View' icon.
2. E-voting page will appear.
3. Refer the Resolution description and cast your vote by selecting your desired option 'Favour / Against' (If you wish to view the entire Resolution details, click on the 'View Resolution' file link).
4. After selecting the desired option i.e. Favour / Against, click on 'Submit'. A confirmation box will be displayed. If you wish to confirm your vote, click on 'Yes', else to change your vote, click on 'No' and accordingly modify your vote.

Helpdesk for Individual Shareholders holding securities in demat mode:

In case Shareholders/ Members holding securities in demat mode have any technical issues related to login through Depository i.e. NSDL/ CDSL, they may contact the respective helpdesk given below:

Login type	Helpdesk details
Individual Shareholders holding securities in demat mode with NSDL	Members facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.co.in or call at toll free no.: 022 - 4886 7000 and 022 - 2499 7000
Individual Shareholders holding securities in demat mode with CDSL	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at 1800 22 55 33

Helpdesk for Individual Shareholders holding securities in physical mode/ Institutional shareholders:

In case Shareholders/ Members holding securities in physical mode/ Institutional shareholders have any queries regarding remote e-voting, they may refer the Frequently Asked Questions ('FAQs') and InstaVote e-voting manual available at <https://instavote.linkintime.co.in> under Help section or may contact Mr. Ashish Upadhyay, Associate - Technology Group at enotices@linkintime.co.in or contact on: - Tel: 022 - 4918 6000.

Individual Shareholders holding securities in Physical mode has forgotten the password:

- Click on 'Login' under 'SHARE HOLDER' tab and further Click 'forgot password?'
- Enter User ID, select Mode and Enter Image Verification (CAPTCHA) Code and Click on 'Submit'.

In case Shareholders/ Members having valid email address, Password will be sent to his / her registered e-mail address. Shareholders/ Members can set the password of his/her choice by providing the information about the particulars of the Security Question and Answer, PAN, DOB/DOI, Bank Account Number (last four digits) etc. as mentioned above. The password should contain minimum 8 characters, at least one special character (@!#\$%&*), at least one numeral, at least one alphabet and at least one capital letter.

User ID for Shareholders holding shares in Physical Form (i.e. Share Certificate): Your User ID is Event No + Folio Number registered with the Company.

Individual Shareholders holding securities in demat mode with NSDL/ CDSL have forgotten the password:

Shareholders/ Members who are unable to retrieve UserID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned depository/ depository participants website.

- It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- For shareholders/ Members holding shares in physical form, the details can be used only for voting on the resolutions contained in this Notice.
- During the e-voting period, Shareholders/ Members can login any number of times till they have voted on the resolution(s) for a particular "Event".

11. Instructions for Shareholders/ Members for participating in the EGM through VC/OAVM are as under:

- a. Members will be provided with InstaMeet facility wherein Members shall register their details and attend the EGM as under:

Open the internet browser and launch the URL: <https://instameet.linkintime.co.in> & Click on "Login"

- Select the "Company" and 'Event Date' and register with your following details: -

A. **Demat Account No. or Folio No:** Enter your 16 digit Demat Account No. or Folio No

- i. Shareholders/ Members holding shares in CDSL demat account shall provide 16 Digit Beneficiary ID
- ii. Shareholders/ Members holding shares in NSDL demat account shall provide 8 Character DP ID followed by 8 Digit Client ID

- iii. Shareholders/ Members holding shares in physical form shall provide Folio Number registered with the Company
- B. **PAN:** Enter your 10-digit Permanent Account Number (PAN) (Members who have not updated their PAN with the Depository Participant (DP)/ Company shall use the sequence number provided to you, if applicable.
- C. **Mobile No.:** Enter your mobile number.
- D. **Email ID:** Enter your email id, as recorded with your DP/Company.
- Click “Go to Meeting” (You are now registered for InstaMeet and your attendance is marked for the meeting).
- b. Shareholders/Members are encouraged to join the Meeting through Tablets/ Laptops connected through broadband for better experience.
- c. Shareholders/Members are required to use Internet with a good speed (preferably 2 MBPS download stream) to avoid any disturbance during the meeting.
- d. Shareholders/Members connecting from Mobile Devices or Tablets or through Laptops connecting via Mobile Hotspot may experience Audio/Visual loss due to fluctuation in their network. It is therefore recommended to use stable Wi-Fi or LAN connection to mitigate any kind of aforesaid glitches.
- e. In case Shareholders/Members have any queries regarding login/ e-voting, they may send an email to enotices@linkintime.co.in or contact on: - Tel: 022 - 4918 6000.

12. Instructions for Shareholders/Members to Vote during the EGM through InstaMeet:

Once the electronic voting is activated by the scrutinizer/ moderator during the meeting, shareholders/ members who have not exercised their vote through the remote voting can cast the vote as under:

- a. On the Shareholders VC page, click on the link for e-Voting “Cast your vote”.
- b. Enter your 16 digit Demat Account No. / Folio No. and OTP (received on the registered mobile number/ registered email id) received during registration for InstaMEET and click on ‘Submit’.
- c. After successful login, you will see “Resolution Description” and against the same the option “Favour/Against” for voting.
- d. Cast your vote by selecting appropriate option i.e. “Favour/Against” as desired. Enter the number of shares (which represents no. of votes) as on the cut-off date under ‘Favour/Against’.
- e. After selecting the appropriate option i.e. Favour/ Against as desired and you have decided to vote, click on “Save”. A confirmation box will be displayed. If you wish to confirm your vote, click on “Confirm”, else to change your vote, click on “Back” and accordingly modify your vote.
- f. Once you confirm your vote on the resolution, you will not be allowed to modify or change your vote subsequently.

13. Instructions for Shareholders/Members to register themselves as Speakers during EGM:

- a. For the smooth conduct of the proceedings of the EGM being conducted through VC/OAVM, Members who would like to express their views/ask questions during the EGM may send their queries in advance and register themselves as a speaker by sending their request from their registered email ID mentioning their name, DPID and Client ID/Folio Number, PAN, mobile number at compliance@imagicaaworld.com between 09:00 a.m. (IST) on Monday, March 11, 2024 and 05:00 p.m. (IST) on Wednesday, March 13, 2024. Those Members who have registered themselves as a speaker will only be allowed to express their views/ask questions during the EGM.
 - b. Members who do not wish to speak during the EGM but have questions/queries may send their queries in advance mentioning their name, demat account number/folio number, email id, mobile number at compliance@imagicaaworld.com. Questions/ queries received by the Company till Wednesday, March 13, 2024, the Company will give response to the queries suitably by e-mail.
 - c. Members may note that the Company reserves the right to restrict the number of questions and number of speakers during the EGM, depending upon availability of time and for conducting the proceedings of the meeting smoothly. However, the Company will suitably respond to the questions which have remained unanswered during the meeting, over e-mail.
14. The Scrutinizer shall, immediately after the conclusion of voting at the EGM, first count the votes cast during the EGM, thereafter unblock the votes cast through remote e-voting and make, not later than two working days of conclusion of the EGM, a consolidated Scrutinizer's Report of the total votes cast in favour or against, if any, to the Chairman or a person authorised by him in writing, who shall countersign the same.
15. The Results will be declared within two working days from the conclusion of EGM. The results declared along with the Scrutinizer's Report shall be uploaded on the website of the Company i.e. www.imagicaaworld.com and on the website of LIPL at <https://instavote.linkintime.co.in> and the same shall also be communicated to BSE Limited and the National Stock Exchange of India Limited, where the shares of the Company are listed.

EXPLANATORY STATEMENT PURSUANT TO SECTION 102(1) OF THE COMPANIES ACT, 2013

Context for Item Nos. 1 to 3

Pursuant to the provisions of Regulation 23 and other applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”) approval of the Members by way of an ordinary resolution is required for all material related party transactions. For this purpose, a related party transaction will be considered ‘material’ if the transaction(s) to be entered into individually or taken together with previous transactions during a financial year exceeds Rs. 1,000 Crore or 10% of the annual consolidated turnover of the listed company as per the last audited financial statements of the listed company, whichever is lower. The materiality threshold for the Company for this purpose shall be 10% of the annual consolidated turnover of the Company as per the last audited financial statements of FY 2022-23 which comes to Rs. 25.05 Crore.

It is in the above context that, Resolution Nos. 1 to 3 are placed for the approval of the Members of the Company. No related party of the Company can vote to approve a resolution for such a related party transaction, irrespective of whether such related party is a party to the particular transaction.

Item No. 1: Approval for acquisition and purchase of the Park Business Undertaking of Giriraj Enterprises and/or its partners (located at Lonavala and Shirdi) on a ‘slump sale’ basis as a going concern, a material related party transaction

Background, details and benefits of the transaction:

The Malpani Group, inter alia, owns and operates the following water parks, theme park and amusement park at Lonavala and Shirdi in the State of Maharashtra through Giriraj Enterprises and/or its partners: (A) “Wet n Joy Waterpark”, located at Lonavala, Maharashtra (“**Lonavala Waterpark**”); (B) “Wet n Joy Amusement park”, located at Lonavala, Maharashtra (“**Lonavala Amusement Park**”); (C) “Sai Teerth Theme Park”, located at Shirdi, Maharashtra (“**Shirdi Theme Park**”); and (D) “Wet n Joy Waterpark”, located at Shirdi, Maharashtra (“**Shirdi Waterpark**”) (collectively, Lonavala Waterpark, the Lonavala Amusement Park, the Shirdi Theme Park and the Shirdi Waterpark are collectively referred to as the “**Park Business Undertaking**”).

Giriraj Enterprises is a partnership firm and its partners are Mr. Rajesh Omkarnath Malpani, Mr. Sanjay Omkarnath Malpani, Mr. Manish Madhav Malpani, Mr. Girish Madhav Malpani and Mr. Ashish Madhav Malpani. Giriraj Enterprises and/or its partners are Related Parties of the Company as per the definition of Related Party prescribed in the Companies Act, 2013 (“the Act”) and/or under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time (“SEBI Listing Regulations”).

Imagicaaworld Entertainment Limited (“the Company”/“the Purchaser”) also a part of Malpani Group owns and operates, Imagicaa Park at Khopoli, Maharashtra a family entertainment destination comprising of Theme Park, Water Park, Snow Park and a 5 star Hotel. Imagicaa also operates Water Park at Surat under the brand name of the Company “Aquamagicaa”.

Considering the various business and operating synergies of all the above locations, resulting in shareholders’ value creation for the Company, the Company is desirous of acquiring other waterparks, theme park and amusement park. Therefore, the management of the Company explored and evaluated the opportunity of acquisition and purchase of the Park Business

Undertaking from Giriraj Enterprises and/or its partners which would unlock synergies for the Company and lead to better economies of scale for the Company.

The aforesaid acquisition would enable the Company to increase its footprint in its line of business. The acquisition also allows consolidation of similar business operated by entities of the same group into a single entity i.e. Imagicaaworld Entertainment Limited which provides for synergy of operations, brand building and rapid increase in scale of business operations.

The Audit Committee and Board of Directors of the Company at their respective meetings held on February 8, 2024, subject to approval of the Shareholders/Members of the Company by way of ordinary resolution and subject to obtaining requisite statutory / regulatory approvals, have given their approval to acquire the Park Business Undertaking (including brand, employees, assets and liabilities, licenses, regulatory approvals, insurance policies, permits, etc.) from Giriraj Enterprises and/or its partners (as may be applicable) as a going concern on a slump sale basis for a total consideration of Rs. 630,00,00,000/- (Rupees Six Hundred and Thirty Crore only) (on a debt free basis) subject to certain closing date adjustments as agreed in the Business Transfer Agreement ("**Business Transfer Agreement**") and/or other definitive agreements/documents/instruments executed/to be executed in this regard (collectively, the "**BTA Definitive Agreements**") to be executed by the Company and Giriraj Enterprises and/or its partners, payable in tranches over a period of up to 30 months from the date of closing as contemplated under the Business Transfer Agreement, and on such terms and conditions as mentioned in Business Transfer Agreement (collectively, the "**BTA Transaction**"). During the financial year 2022-23 the operating revenue of the Park Business Undertaking stood at Rs. 124.7 Crore.

The Audit Committee and Board of Directors of the Company have, inter alia, considered the Enterprise Value arrived at by Category I Merchant Bankers for the Park Business Undertaking. No values have been assigned to any of the individual assets or assumed liabilities comprised in the Park Business Undertaking. A copy of the said report is available for inspection to the Members of the Company in the manner specified in this Notice. The said acquisition is in the ordinary course of business and is on an arm's length basis.

The key terms and conditions of the BTA Transaction are set out below:

- i. Transfer of Park Business Undertaking shall be the assumed assets and assumed liabilities which are to be transferred for the Park Business Undertaking as of the appointed date i.e. April 1, 2024, along with:
 - Brand / Registered Trademarks related to Park Business Undertaking including mascot (Wet' N Joy, Sai Teerth, Fun' N Joy, Magic Kingdom, Magic Land, Magic Mountain, N-Joy, Stay N Joy, Thrill N Chill);
 - Fixed assets including Land, building and roads, Solar energy equipment installed in parks, Rides and other plant and machinery Electrical equipment, Furniture and other equipment, including any capital work in progress;
 - People and management team;
 - Current assets, as may be required to sustain the business in line with projections, comprising of current assets such as inventories, receivables, business cash, other current assets less current liabilities comprising of trade payables, creditors for expenses, advances and provisions etc.;
 - Approvals, licenses and insurance policies (as may be applicable);
 - Any other asset / liability (including liability for capital expenditure creditors) as is mutually agreed between the Company and Giriraj Enterprises and/or its partners as set out in the Business Transfer Agreement to be executed. The purchase Consideration as contemplated under the Business Transfer Agreement shall stand

reduced to the extent of liability for capital expenditure creditors taken over by the Company subject to the terms and conditions of the Business Transfer Agreement;

- All contingent assets and any contingent liabilities, for period before the closing under the Business Transfer Agreement, will stay with Giriraj Enterprises and/or its partners.
- ii. The purchase consideration payable for the Transaction as per the terms and conditions of the Business Transfer Agreement shall be paid in multiple tranches over a period of 30 months from closing under the Business Transfer Agreement as below, subject to certain closing date adjustments as specified under the Business Transfer Agreement and under the BTA Definitive Agreements:
- a) First Tranche of Rs. 30 Crore (Thirty Crore) which is payable upfront at the time of the closing as contemplated under the Business Transfer Agreement
 - b) Second Tranche of Rs. 100 Crore (One Hundred Crore) which is payable within 3 months of closing as contemplated under the Business Transfer Agreement
 - c) Third Tranche of Rs. 100 Crore (One Hundred Crore) which is payable within 6 months of closing as contemplated under the Business Transfer Agreement
 - d) Fourth Tranche of Rs. 100 Crore (One Hundred Crore) which is payable within 12 months of closing as contemplated under the Business Transfer Agreement
 - e) Fifth Tranche of Rs. 100 Crore (One Hundred Crore) which is payable within 18 months of closing as contemplated under the Business Transfer Agreement
 - f) Sixth Tranche of Rs. 100 Crore (One Hundred Crore) which is payable within 24 months of closing as contemplated under the Business Transfer Agreement
 - g) Seventh and final tranche of balance amount of Rs. 100 Crore (One Hundred Crore) which is payable within 30 months of closing as contemplated under the Business Transfer Agreement.

The Purchaser has the option to prepay any or all of these agreed tranche amounts under the based upon availability of funds. In case of prepayment, there shall be reduction in the overall purchase consideration payable for the BTA Transaction by an amount of Rs. 50,00,00,000/- (Rupees Fifty Crore) if all tranches of the purchase consideration are paid within 12 months from the closing under the Business Transfer Agreement. Interest @14% per annum shall be paid by the Purchaser in the event of any payment of any tranche is being delayed, for the delayed number of days.

- iii. The proposed date of closing under the Business Transfer Agreement is on or after April 1, 2024 and but not later than April 30, 2024 which is subject to satisfaction of conditions precedent and obtaining of necessary approvals/consents as may be required as identified under the Business Transfer Agreement. However, the exact date of closing may be subject to change and may be agreed mutually between the Company and the Seller(s) from time to time under the BTA Definitive Agreements.
- iv. The closing of the Transaction shall take place subject to the receipt of Shareholders'/Members approval for material related party transaction and conditions precedents and obtaining of necessary approvals/consents as may be required as identified under the Business Transfer Agreement and the BTA Definitive Agreements.

Other Related Party Transactions:

Given the nature and scope of the business, the Company works closely with its related parties to achieve its business objectives and enters into various operational transactions with its related parties, from time to time, in the ordinary course of business and on arms' length.

To meet its business objectives/requirements, the Company has entered/proposes to enter into other related party transactions with Giriraj Enterprises as follows:

- a) sale, purchase, lease, or supply of goods or property;
- b) availing or rendering of services;
- c) transfer of any resources, services or obligations

The Company has been undertaking transactions of similar nature in the past in the ordinary course of business and on arms' length after obtaining requisite approvals of the Audit Committee and Board of Directors of the Company.

Details of the proposed transaction with Giriraj Enterprises, being a related party of the Company, including the Information pursuant to the SEBI circular no. SEBI/HO/CFD/CMD1/CIR/P/2021/662 dated November 22, 2021, are as follows:

Sr. No.	Particulars	Details
1	Name of the Related Party and its relationship with the listed entity or its subsidiary, including nature of its concern or interest (financial or otherwise);	Giriraj Enterprises, a Partnership Firm. Mr. Rajesh Omkarnath Malpani, Mr. Sanjay Omkarnath Malpani, Mr. Manish Madhav Malpani, Mr. Girish Madhav Malpani and Mr. Ashish Madhav Malpani are Partners of Giriraj Enterprises. Mr. Rajesh Omkarnath Malpani and Mr. Manish Madhav Malpani, Directors of the Company and their relatives are partners of the partnership firm.
2	Name of the director or key managerial personnel who is related, if any and nature of relationship	Mr. Rajesh Omkarnath Malpani and Mr. Manish Madhav Malpani, Directors of the Company are partners of Giriraj Enterprises and Mr. Jai Manish Malpani, Managing Director of the Company is son of Mr. Manish Madhav Malpani.
3	Type of Transaction	<ul style="list-style-type: none">- Acquisition of Park Business Undertaking from Giriraj Enterprises by way of slump sale;- sale, purchase, lease, or supply of goods or property;- availing or rendering of services;- transfer of any resources, services or obligations

Sr. No.	Particulars	Details
4	Material terms and particulars of the proposed transaction	Please refer to, 'Background, details and benefits of the transaction', which forms part of the explanatory statement to the Resolution No. 1.
5	Tenure of the proposed transaction	The Transaction will happen during the financial year 2024-25 and payment of consideration against acquisition of business undertaking will be done in multiple tranches as mentioned in 'Background, details and benefits of the transaction' which forms part of the explanatory statement to the Resolution No. 1.
6	Value of transaction	<ul style="list-style-type: none"> - The purchase consideration for acquisition of Park Business Undertaking for a total consideration of Rs. 630,00,00,000 (Rupees Six Hundred and Thirty Crore only) (on a debt free basis) paid in multiple tranches over a period of 30 months from closing date as contemplated under the BTA Definitive Agreements subject to certain closing date adjustments as specified in the BTA Definitive Agreements in such manner and on such terms and conditions as specified under the BTA Definitive Agreements to be executed. - The value for other related party transactions shall not be exceeding Rs. 2,40,00,000/- (Rupees Two Crore Forty Lakhs only)
7	The percentage of the listed entity's annual consolidated turnover, considering FY 2022-23, as the immediately preceding financial year	252.40%
8	Transaction related to any loans, inter-corporate deposits, advances or investments made or given by the Company or its subsidiary	
8 (a)	Details of the source of funds in connection with the Proposed Transaction	Not Applicable
8 (b)	If any financial indebtedness is incurred to make or give such loans/advances/securities for loan and Nature of Indebtedness/Cost of Funds/Tenure	Not Applicable
8(c)	Applicable terms, including covenants, tenure, interest rate, repayment schedule, whether secured (nature of security) or unsecured	Not Applicable

Sr. No.	Particulars	Details
8(d)	Purpose for which funds will be utilised by the Company	Not Applicable
9	Any advance paid or received for the transaction	Not Applicable
10	Details about valuation report	The agreed consideration amount for acquisition stands justified and inter-alia, valuation report issued by Category I Merchant Bankers has been relied upon.
11	Justification as to why the proposed transaction is in the interest of the Company	Please refer to, 'Background, details and benefits of the transaction', which forms part of the explanatory statement to the Resolution No. 1.
12	Any other information relevant or important to take an informed decision	All important information forms part of the statement setting out material facts, pursuant to Section 102(1) of the Companies Act, 2013 forming part of this Notice.

The Members may note that in terms of the provisions of the SEBI Listing Regulations the related parties as defined thereunder (whether such related party(ies) is a party to the aforesaid transactions or not), shall not vote to approve Resolution under Item No. 1.

Except as mentioned above, none of the other Directors and/ or Key Managerial Personnel of the Company and/or their respective relatives are, in any way, concerned or interested either directly or indirectly, financially or otherwise, in the Resolution mentioned at Item No. 1 of the Notice.

The Audit Committee and the Board of Directors of the Company have approved this item in their respective meetings held on February 8, 2024. Accordingly, the Board of Directors recommend the Ordinary Resolution forming part of Item No. 1 of this Notice to the Members for their approval.

Item No 2: Approval for purchase of the Indore Park Project Assets and Lease of the Indore Park Project Land Parcels from Malpani Parks Indore Private Limited, a material related party transaction

Background, details and benefits of the transaction:

The Malpani Group is in the advanced stages of developing and constructing a water park in the State of Madhya Pradesh, in village Paliya Haidar, off Indore – Ujjain Road (“**Indore Water Park**” or the “**Indore Park Project**”) under the entity Malpani Parks Indore Private Limited (“MPIPL”/“the Seller”/“the Lessor”). The site is located around 16 kms from the Indore airport / railway station. Immediate primary catchment of Indore city includes population of over 33 lakh and secondary catchment includes population of over 53 lakh from cities of Ujjain, Omkareshwar, Bhopal and Dewas. The park is being developed and constructed on a land parcel of admeasuring approximately 18 acres and includes various rides and attractions including Super curl, Spider multilane, Crazy cruise freefall, Crazy cruise wavy, Aqua funnel, Float tornado, Torpedo, Blizzard, Splash Voyager, amongst others. The overall project cost, other than the cost of the land, is estimated to be approximately Rs. 140 crore.

MPIPL is a Related Party of the Company as per the definition of Related Party prescribed in the Companies Act, 2013 (“the Act”) and/or under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”).

The Audit Committee and Board of Directors of the Company at their respective meetings held on February 8, 2024, subject to approval of the Shareholders/Members by way of ordinary resolution and subject to obtaining requisite statutory / regulatory approvals, have approved to:

- (A) purchase the assets and/or properties pertaining to the water park project being constructed and developed by the Seller situated at the Indore Park Project {together with the fixed assets (other than the land parcels pertaining to the Indore Park Project), movable assets, properties, building and roads, rides and other plant and machinery, electrical equipment, furniture and other equipment, including any capital work in progress as part of the Indore Park Project, resources, facilities, utilities and services, tools, electrical installations, fire-fighting systems, machineries, spares, consumables and stores materials, contracts, licenses and permissions, business records, transferring employees along with their employee benefit funds, insurance policies, the right, interests and benefits in respect of all the authorizations and/or approvals pertaining to the Indore Park Project and other assets as agreed in this regard) (“**Indore Park Project Assets**”), for an aggregate consideration not exceeding Rs. 140,00,00,000/- (Rupees One Hundred and Forty Crore only), subject to such deductions and/or adjustments as specified in the Definitive Agreements (*as hereinafter defined*), with effect from such date, in such manner and on such terms and conditions as specified under the Definitive Agreements executed/to be executed in relation to such aforesaid transactions. The purchase consideration as contemplated under the Definitive Agreements shall be paid to the Seller in single tranche within 30 days of closing as contemplated under the terms and conditions of the Definitive Agreements. Interest @14% per annum shall be paid by the Purchaser in the event of any payment being delayed, for the delayed number of days; and
- (B) to acquire leasehold rights and/or take lease over the right, title and interest of the Lessor in the land parcels pertaining to the Indore Park Project of an area admeasuring approximately 18 acres situated at Village Paliya Haidar, off Indore – Ujjain Road, located at Indore in Madhya Pradesh (“**Indore Park Project Land Parcels**”) against payment of annual lease rentals of an amount of Rs. 3,80,00,000/- (Rupees Three Crore Eighty Lakhs only) plus applicable taxes subject to certain adjustments, increase, revisions etc. as may be specified in the Definitive Agreements (*as hereinafter defined*), with effect from such date, in such manner and on such terms and conditions as specified under the Definitive Agreements executed/to be executed in relation to such aforesaid transactions, and interest free security deposit to be kept with the Lessor of an amount of Rs. 1,00,00,000/- (Rupees One Crore only), subject to certain adjustments, increase, revisions etc. as may be specified in the Definitive Agreements with the Lessor in relation to the aforesaid lease of the Indore Park Project Land Parcels; as per the terms and conditions of the offer letter (“**Offer Letter**”) and the purchase agreement(s), asset purchase agreement(s), transfer agreement(s), lease agreement(s) and/or other documents, agreements and/or instruments in this regard (collectively, the “**Transaction Document(s)**”) executed/to be executed in this regard from time to time, and/or other documents, agreements, instruments, deeds, arrangements, letters, correspondences, applications and/or writings required in connection with, or ancillary to, the execution and/or implementation of the Offer Letter and/or the Transaction Document(s) (collectively, the “**Ancillary Documents**”) (*the Offer Letter, the Transaction Document(s) and other Ancillary Documents are collectively referred to as the “Definitive Agreements”*), in relation to the aforesaid transactions (collectively, the “**Transaction**”).

The Indore Park Project Land Parcels (where the Indore Park Project is being implemented) will be provided to the Company on a long term lease as per aforesaid terms and conditions, and as per the key terms and conditions as set forth below:

Lessee	Imagicaaworld Entertainment Limited
Lessor	Malpani Parks Indore Private Limited
Term of Lease Agreement	15 years, or as mutually agreed between parties thereafter (The Company is allowed to execute the Lease rental in tranches of lesser term with renewal thereof within the maximum term)
Lease Rent	Rs. 3.8 Crore per annum plus applicable taxes
Payment terms	Paid in advance on or before 30 September of respective financial year
Escalation	Rent will be escalated by 15% after every period of three years
Deposit	Interest Free Security deposit of Rs. 1 crore shall be kept as lease deposit
Other Terms	<ul style="list-style-type: none"> - The land leased by Lessor shall have a clear marketable title. - Lessee cannot sub-lease or assign the rights without prior permission of lessor. - The Lessee is entitled to deduct Tax at Source (TDS) as per prevailing law and furnishing of requisite TDS certificate in accordance with the law shall be conclusive proof of discharge of consideration. - The land would be leased upon "as is where is basis".
Costs	Cost towards registration and stamp duty of land lease agreement shall be borne by the Lessee

As part of the Transaction, the Company shall also have a right to acquire the Indore Park Project Land Parcels anytime over the next one year at market value determined independently by an acceptable valuer.

The Transaction is proposed to be completed by March 31, 2024 or any other date as may be agreed between the Company and the Seller and is subject to fulfilment of condition precedents as agreed between the parties and receipt of requisite regulatory, statutory, shareholders and other approvals / consents as may be required. The exact date of closing may be subject to change and may be agreed mutually between the Company and the Seller from time to time under the Definitive Agreements.

The acquisition enables the Company to increase its footprint in its line of business into Central India. The acquisition also allows consolidation of similar business operated by entities of the same group into a single entity i.e. Imagicaaworld Entertainment Limited which provides for synergy of operations, brand building and rapid increase in scale of business operation.

The Audit Committee and the Board of Directors have, on the basis of relevant details provided by the management, as required by the law, at its meeting held on February 8, 2024, reviewed and approved the said transaction(s), subject to approval of the Members, while noting that such transaction shall be on arms' length basis and in the ordinary course of business of the Company.

Details of the proposed transaction with MPIPL, being a related party of the Company, including the Information pursuant to the SEBI circular no. SEBI/HO/CFD/CMD1/CIR/P/2021/662 dated November 22, 2021, are as follows:

Sr. No.	Particulars	Details
1	Name of the Related Party and its relationship with the listed entity or its subsidiary, including nature of its concern or interest (financial or otherwise)	Malpani Parks Indore Private Limited ("MPIPL") Directors and their relatives having influence in the entity
2	Name of the director or key managerial personnel who is related, if any and nature of relationship	Mr. Rajesh Malpani, Mr. Manish Malpani and Jai Malpani Directors of the Company are Directors of MPIPL
3	Type of Transaction	The proposed transaction comprises of purchase of the assets and/or properties pertaining to the water park project constructed and developed and/or being constructed and developed by MPIPL situated at the Indore Park Project {together with the Indore Park Project Assets}, for an aggregate consideration not exceeding Rs. 140,00,00,000/- (Rupees One Hundred and Forty Crore only), subject to such deductions and/or adjustments as specified in the offer letter(s), purchase agreement(s), transfer agreement(s), lease agreement(s) and/or other documents, agreements and/or instruments in this regard; and to acquire leasehold rights and/or take lease over the right, title and interest of MPIPL in the land parcels and/or immovable properties pertaining to the Indore Park Project Land Parcels against payment of annual lease rentals of an amount of Rs. 3,80,00,000/- (Rupees Three Crore Eighty Lakhs only) plus applicable taxes subject to certain adjustments, increase, revisions etc. as may be specified in the offer letter(s), purchase agreement(s), transfer agreement(s), lease agreement(s) and/or other documents, agreements and/or instruments in this regard, with effect from such date, in such manner and on such terms and conditions as specified under offer letter(s), purchase agreement(s), transfer agreement(s), lease agreement(s) and/or other documents, agreements and/or instruments in this regard, and interest free security deposit security deposit(s) with the Seller of an amount of Rs. 1,00,00,000/- (Indian Rupees One Crore only) in relation to the aforesaid lease of the Indore Park Project Land Parcels, as per the terms and conditions of the offer letter(s), purchase agreement(s), transfer agreement(s), lease agreement(s) and/or other documents, agreements and/or instruments

Sr. No.	Particulars	Details
		in this regard to be executed in relation to the aforesaid transactions, subject to approval of the shareholders, other statutory and/or regulatory approvals (if any), and/ or third party approval(s) / consent(s) (if any).
4	Material terms and particulars of the proposed transaction	Please refer to, 'Background, details and benefits of the transaction', which forms part of the explanatory statement to the Resolution No. 2
5	Tenure of the proposed transaction	FY 2023-24 and/or FY 2024-25
6	Value of transaction	Please refer to, 'Background, details and benefits of the transaction', which forms part of the explanatory statement to the Resolution No. 2.
7	The percentage of the listed entity's annual consolidated turnover, considering FY 2022-23, as the immediately preceding financial year	57.80%
8	Transaction related to any loans, inter-corporate deposits, advances or investments made or given by the Company or its subsidiary	
8 (a)	Details of the source of funds in connection with the Proposed Transaction	Not Applicable
8 (b)	If any financial indebtedness is incurred to make or give such loans/advances/securities for loan and Nature of Indebtedness/Cost of Funds/Tenure	Not Applicable
8(c)	Applicable terms, including covenants, tenure, interest rate, repayment schedule, whether secured (nature of security) or unsecured	Not Applicable
8(d)	Purpose for which funds will be utilised by the Company	Not Applicable
9	Any advance paid or received for the transaction	Not Applicable
10	Details about valuation report	Not Applicable An independent certificate on the estimated project cost based on the current status of the Project will be relied upon as a Condition Precedent.
11	Justification as to why the proposed transaction is in the interest of the Company	Please refer to, 'Background, details and benefits of the transaction', which forms part of the explanatory statement to the Resolution No. 2.
12	Any other information relevant or important to take an informed decision	Nil

The Members may note that in terms of the provisions of the SEBI Listing Regulations the related parties as defined thereunder (whether such related party(ies) is a party to the aforesaid transactions or not), shall not vote to approve Resolution under Item No. 2.

Except as mentioned above, none of the other Directors and/ or Key Managerial Personnel of the Company and/or their respective relatives are, in any way, concerned or interested either directly or indirectly, financially or otherwise, in the Resolution mentioned at Item No. 2 of the Notice.

The Board of Directors recommend the Ordinary Resolution forming part of Item No. 2 of this Notice to the Members for their approval.

Item No. 3: Approval of Material Related Party Transactions with Malpani Parks Private Limited and Malpani Retails Private Limited

Background, details and benefits of the transaction

The Company on its own is growing organically and inorganically and, in this pursuit, it is exploring opportunities including acquiring of park business and expansion of business. For funding of these projects / requirements and also any cash flow mismatch, the Company may require borrowing from various entities of Malpani Group and Banks/NBFCs/etc. To meet the Company's business objectives/requirements, the Company proposes to enter into sale or purchase, availing or rendering of services or transfer of any resources, services or obligations.

Hence, it is hereby proposed to enter into below related party transactions:

Malpani Parks Private Limited – To borrow funds or avail Corporate Guarantee or other forms of securities to be provided to Bank or financial institutions on behalf of the Company for the loan availed by the Company for an amount not exceeding Rs. 100 Crore in one or more tranches during the financial year 2024-25.

Malpani Retails Private Limited - For purchase and sale of goods or receiving and rendering of services or infusion of funds in the Company through inter-corporate loan or availing Corporate Guarantee or other forms of securities to be provided to Bank or financial institutions on behalf of the Company for the loan availed by the Company or transfer of any resources, services or obligations for an amount not exceeding Rs. 107 Crore during financial year 2024-25.

The aforesaid transactions would be considered as a related party transactions as Malpani Parks Private Limited and Malpani Retails Private Limited are related parties of the Company as per the definition of related party prescribed under the Companies Act, 2013 and SEBI Listing Regulations.

The Audit Committee and Board of Directors of the Company have, on the basis of relevant details provided by the management, as required by the law, at their respective meetings held on February 8, 2024, reviewed and approved the said transaction(s), subject to approval of the Members, while noting that such transaction shall be on arms' length basis and in the ordinary course of business of the Company.

Details of the proposed transaction with MPIPL, being a related party of the Company, including the Information pursuant to the SEBI circular no. SEBI/HO/CFD/CMD1/CIR/P/2021/662 dated November 22, 2021, are as follows:

Sr. No.	Particulars	Details	
1	Name of the Related Party and its relationship with the listed entity or its subsidiary, including nature of its concern or interest (financial or otherwise)	Malpani Parks Private Limited (MPPL) MPPL is a promoter and holding company of the Company	Malpani Retails Private Limited (MRPL) Directors and their relatives having influence in the entity
2	Name of the director or key managerial personnel who is related, if any and nature of relationship	Mr. Rajesh Omkarnath Malpani, Mr. Manish Madhav Malpani and Jai Manish Malpani, Directors of the Company are Directors of MPIPL	Mr. Rajesh Omkarnath Malpani and Mr. Manish Madhav Malpani, Directors of the Company are Directors and shareholders of MRPL
3	Type of Transaction	Borrowing of funds or availing Corporate Guarantee or other forms of securities to be provided to Bank or financial institutions on behalf of the Company for the loan availed by the Company.	Purchase and sale of goods or receiving and rendering of services or infusion of funds in the Company through inter-corporate loan or availing Corporate Guarantee or other forms of securities to be provided to Bank or financial institutions on behalf of the Company for the loan availed by the Company or transfer of any resources, services or obligations.
4	Material terms and particulars of the proposed transaction	Material terms and conditions are based on the contracts which inter alia include the rates which are based on prevailing market price and commercial terms as on the date of entering into the contract(s)	
5	Tenure of the proposed transaction	During the financial year 2024-25	
6	Value of transaction	Not exceeding Rs. 100 crore	Not exceeding Rs. 107 crore
7	The percentage of the listed entity's annual consolidated turnover, considering FY 2022-23, as the immediately preceding financial year	39.91%	39.91%

Sr. No.	Particulars	Details	
8	Transaction related to any loans, inter-corporate deposits, advances or investments made or given by the Company or its subsidiary		
8 (a)	Details of the source of funds in connection with the Proposed Transaction	Not Applicable	Not Applicable
8 (b)	If any financial indebtedness is incurred to make or give such loans/advances/securities for loan and Nature of Indebtedness/Cost of Funds/Tenure	Not Applicable	Not Applicable
8(c)	Applicable terms, including covenants, tenure, interest rate, repayment schedule, whether secured (nature of security) or unsecured	Not Applicable	Not Applicable
8(d)	Purpose for which funds will be utilised by the Company	Not Applicable	Not Applicable
9	Any advance paid or received for the transaction	Not Applicable	Not Applicable
10	Details about valuation report	Not Applicable	Not Applicable
11	Justification as to why the proposed transaction is in the interest of the Company	The Company on its own is growing organically and inorganically and, in this pursuit, it is exploring opportunities including acquiring of park business and expansion of business. For funding of these projects / requirements and also any cash flow mismatch, the Company may require borrowing from various entities of Malpani Group and Banks.	The Company on its own is growing organically and inorganically and, in this pursuit, it is exploring opportunities including acquiring of park business and expansion of business. For funding of these projects / requirements and also any cash flow mismatch, the Company may require borrowing from various entities of Malpani Group and Banks. The transaction of purchase and sale of goods or receiving and rendering of services or any other transfer of resource, obligation or services to be entered in normal course of business.

Sr. No.	Particulars	Details	
12	Any other information relevant or important to take an informed decision	The above related party transaction is subject to the requirement of funds by the Company. Since it is not possible to predict the exact amount of transaction(s) or financial support to be availed, enabling approval of shareholders is being sought for transactions not exceeding Rs. 100 Crore in FY 2024-25	The above related party transaction is subject to the requirement of funds by the Company. Since it is not possible to predict the exact amount of transaction(s) or financial support to be availed, enabling approval of shareholders is being sought for transactions not exceeding Rs. 107 Crore in FY 2024-25

The Members may note that in terms of the provisions of the SEBI Listing Regulations the related parties as defined thereunder (whether such related party(ies) is a party to the aforesaid transactions or not), shall not vote to approve Resolution under Item No. 3.

Except as mentioned above, none of the other Directors and/ or Key Managerial Personnel of the Company and/or their respective relatives are, in any way, concerned or interested either directly or indirectly, financially or otherwise, in the Resolution mentioned at Item No. 3 of the Notice.

The Board of Directors recommend the Ordinary Resolution forming part of Item No. 3 of this Notice to the Members for their approval.

By order of the Board of Directors

Place: Mumbai
Date : February 8, 2024

Reshma Poojari
Company Secretary
Membership Number: ACS 34554

Registered Office:
30/31, Sangdewadi,
Khopoli-Pali Road, Taluka Khalapur,
District Raigad - 410 203
Maharashtra