



March 17, 2022

To,  
Listing Department  
**BSE Limited**  
P.J Towers, Dalal Street,  
Fort, Mumbai – 400 001

To,  
Listing Department  
**National Stock Exchange of India Limited**  
Exchange Plaza, 5th Floor, Plot No. C/1, G Block,  
Bandra Kurla Complex, Bandra (E), Mumbai – 400 050

Scrip Code: **532375**

Symbol: **TIPSINDLTD**

**Sub: Disclosure under Regulation 30 of the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations") with respect to the Scheme of Arrangement and Demerger between Tips Industries Limited, Tips Films Limited and their respective Shareholders ("Scheme")**

Dear Sir/Madam,

We wish to inform you that the Hon'ble National Company Law Tribunal, Mumbai Bench ("Hon'ble NCLT") vide its order dated March 3, 2022, has sanctioned the aforesaid Scheme.

The Certified copy of the order along with the sanctioned Scheme, as received by the Company on March 17, 2022 from Hon'ble NCLT, is enclosed herewith.

Request you to kindly take the same on record.

Thanking you,

For Tips Industries Limited

  
**Bijal R. Patel**  
Company Secretary



Encl: a/a

**TIPS INDUSTRIES LTD.**

601, Durga Chambers, 6th Floor, Linking Road, Khar (West), Mumbai - 400 052.  
Tel. : 022-6643 1188 Email : response@tips.in Website : www.tips.in  
CIN : L92120MH1996PLC099359

**IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH**

**CP NO. 222 OF 2021**

**Connected With**

**C.A. (CAA). 203 /MB/2021**

*In the matter of the Companies Act, 2013;*

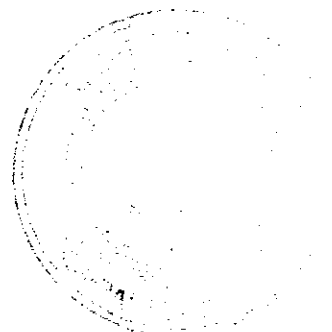
*And*

*In the matter of Application under Sections 230  
- 232 read with Sections 52, 66 of the Compa-  
nies Act, 2013 read with Companies (Compro-  
mises, Arrangements and Amalgamations)  
Rules, 2016;*

*And*

*In the matter of Scheme of Arrangement in re-  
spect of demerger of Film Division of Tips In-  
dustries Limited ("Demerged Company/First  
Petitioner Company") into Tips Films Limited  
("Resulting Company/Second Petitioner Com-  
pany") and their respective shareholders.*

**Tips Industries Limited** )  
(CIN: L92120MH1996PLC099359, )  
having its registered office at 601, Durga )  
Chambers, 6th Floor, 278/E, Linking ) ...First Petitioner Com-  
Road, Khar West, Mumbai - 400052 MH ) pany/ Demerged Company  
IN.



IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

**Tips Films Limited** )  
(CIN: U74940MH2009PTC193028, )  
having its registered office at 501, Durga )  
Chambers, 5th Floor, Linking Road, ) ....Second Petitioner Com-  
Khar West, Mumbai - 400052 MH IN. ) pany/ Resulting Company

.... Collectively known as the Petitioner Companies

**Order delivered on: 03.03.2022**

***Coram:***

Hon'ble Ms. Suchitra Kanuparthi, Member (Judicial)

Hon'ble Ms. Anuradha Sanjay Bhatia, Member (Technical)

***Appearances (via videoconferencing):***

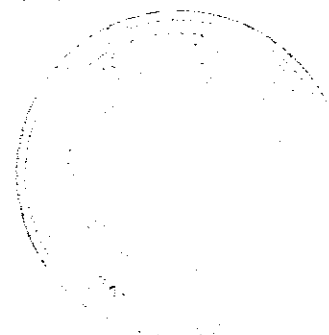
For the Petitioners: Hemant Sethi, Ms Vidisha Poonja i/b  
Hemant Sethi & Co., Advocates

For the Regional Director (WR): Ms. Rupa Sutar, Deputy Director

*Per: Anuradha Sanjay Bhatia, Member (Technical)*

**ORDER**

1. The Sanction of this Tribunal is sought under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 to the said



IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

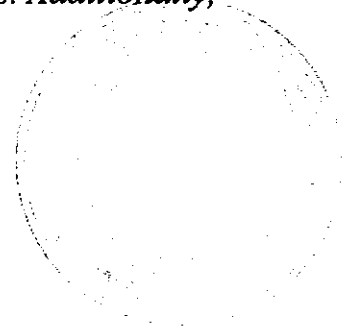
CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

*Scheme of Arrangement in respect of demerger of Film Division of Tips Industries Limited ("Demerged Company/ First Petitioner Company") into Tips Films Limited ("Resulting Company/ Second Petitioner Company") and their respective shareholders.*

2. This Court is convened by video conference. Heard Learned Counsel for the Petitioner Companies. No objector has come before this Tribunal to oppose the Scheme and nor has any party controverted any averments made in the Petition.
3. The Petitioner Companies have approved the Scheme by passing the Board Resolutions at their respective board meetings held on 10 May 2021 and have approached the Tribunal for sanction of the Scheme.
4. The Learned Counsel for the Petitioner Companies submits that the rationale mentioned in the Scheme is as under:

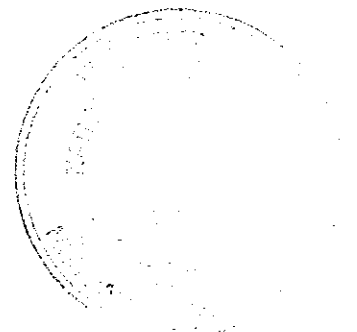
*First Petitioner Company primarily operates in two business segments through separate business divisions: (i) Music Division and (ii) Film Division. This Scheme for the demerger and vesting of the Demerged Undertaking of First Petitioner Company to Second Petitioner Company results in the following benefits:*

1. *The Demerged Undertaking and the Remaining Business have both achieved scale and experience to sustain business on the basis of their own strengths. Additionally,*



*both businesses deal with different sets of industry dynamics in the form of nature of risks, competition, challenges, opportunities and business methods. Hence, segregation of the two undertakings would enable focused managements to explore the potential business opportunities more effectively and efficiently;*

- 2. Demerger will enable both First Petitioner Company & Second Petitioner Company to enhance business operations by streamlining operations, cutting costs, more efficient management control and outlining independent growth strategies.*
- 3. Each undertaking will be able to target and attract new investors with specific knowledge, expertise and risk appetite corresponding to their own businesses. Thus, each undertaking will have its own set of likeminded investors, thereby providing the necessary funding impetus to the long-term growth strategies of each business;*
- 4. Demerger will enhance efficiencies and will have different business interest into separate corporate entity, resulting in operational synergies, simplification, focused*



IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

*management, streamlining and optimization of the group structure and efficient administration.*

5. *Pursuant to the Scheme, the equity shares issued by the Resulting Company would be listed on BSE and NSE and will unlock the value of the Music Division and Film Division for the shareholders of the Demerged Company. Further the existing shareholders of the Demerged Company would hold the shares of two listed entities after the Scheme becoming effective; giving them flexibility in managing their investments in the two businesses having differential dynamics.*
6. *The demerger will unlock value of both businesses and result in shareholder value maximisation.*

*The Board of Directors of the Demerged Company and the Resulting Company believe that the Scheme is in the best interests of the respective entities and their respective stakeholders including its minority shareholders, employees, and creditors.*

6. The Learned Counsel for the Petitioner Companies further submits that the present Company Petition is filed in consonance with Section 230-232 of the Companies Act, 2013 and in terms of order passed in CA(CAA)/203/MB/2021.

IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

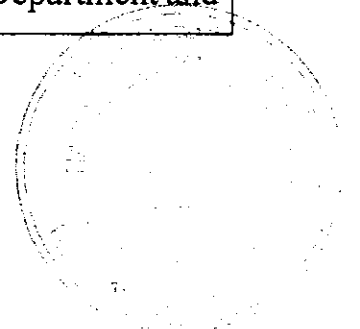
7. Learned Counsel appearing on behalf of the Petitioner Companies has stated that the Petitioner Companies have complied with all requirements as per directions of this Tribunal and they have made requisite filings to demonstrate compliance with this Tribunal. Moreover, the Petitioner Companies undertake to comply with all the statutory requirements, if and to the extent applicable, as may be required under the Companies Act, 2013 and the rules made thereunder. The said undertaking is accepted.
8. The Regional Director (Western Region), Ministry of Corporate Affairs, Mumbai, has filed a Report dated 18 February 2022 *inter-alia* stating in paragraphs IV (a) to (j) as under to which the Petitioner Companies have replied by way of an Affidavit-in-Rejoinder dated 25 February 2022: -

<b>Para</b>	<b>Observation by the Regional Director</b>	<b>Undertaking of the Petitioner Companies / Rejoinder</b>
a)	In compliance of AS-14 (IND AS-103), the Petitioner Companies shall pass such accounting entries which are necessary in connection with the scheme to comply with other	As regards the observation made in Paragraph IV (a) of the said Report, the Petitioner Companies undertake that in addition to compliance of AS-14 (IND AS-103), the Petitioner

IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

	applicable Accounting Standards such as AS-5(IND AS-8) etc.	Companies shall pass such accounting entries which are necessary in connection with the Scheme to comply with all applicable Accounting Standards such as AS-5 (IND AS-8), to the extent applicable.
b)	The Petitioners under provisions of section 230(5) of the Companies Act, 2013 have to serve notices to concerned authorities which are likely to be affected by Compromise or arrangement. Further, the approval of the scheme by this Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such Authorities is binding on the Petitioner Company(s).	As regards to the observation made in Paragraph IV (b) of this Report, the Petitioner Companies confirm that as per the provisions of section 230(5) of the Companies Act, 2013, the Petitioner Companies have served notices to all the concerned authorities; Regional Director, Registrar of Companies, SEBI, National Stock Exchange of India Limited, Bombay Stock Exchange Limited and the Income Tax Department and

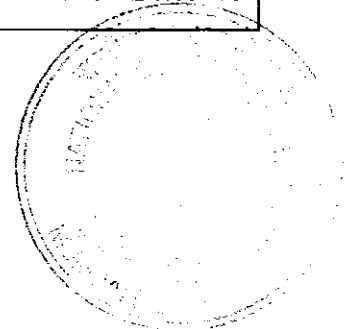




IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

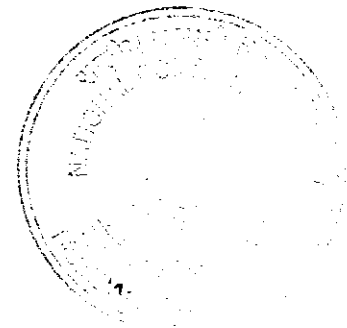
		the observations made by the concerned authorities have been duly responded and dealt with by the Petitioner Companies, wherever required.
c)	The Hon'ble NCLT may kindly direct to the Petitioners to file an undertaking to the extent that the Scheme enclosed to the Company Application and the scheme enclosed to the Company Petition are one & same and there is no discrepancy or deviation.	As regards the observation made in Paragraph IV (c) of this Report, the Petitioner Companies undertake and confirm that Scheme enclosed to the Company Scheme Application and the scheme enclosed to the Company Scheme Petition are one and the same and there is no discrepancy or deviation.
d)	As per Definition of the Scheme, "Appointed Date" for the Demerger means 1st day of April 2021  "Effective Date" means the date on which all the conditions and	As regards the observation made in Paragraph IV (d) of the said Report, the Petitioner Companies seek to clarify that the Appointed Date is 1st April, 2021 as mentioned in the Scheme



IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

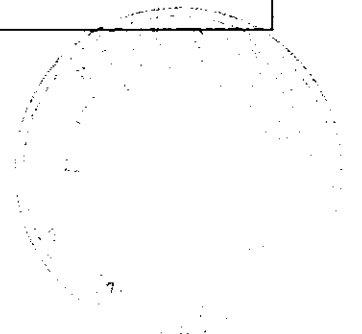
	<p>matters in relation to the Scheme referred to in clause 19 of this Scheme have been fulfilled.</p> <p>Further, the Petitioners may be asked to comply with the requirements and clarified vide circular no. F. No. 7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs.</p>	<p>which is in compliance with the Companies Act, 2013 and that the Scheme shall take effect from such Appointed Date. Further, the Petitioner Companies undertakes to comply with the requirements clarified vide circular No.7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs to the extent applicable.</p>
e)	<p>e) As per Clause 14 of the Scheme,</p> <p>Accounting Treatment in the books of Tips Industries Limited (TIL)</p> <p>(a) Upon this scheme becoming effective, the book value of assets and liabilities of the Demerged Undertaking as appearing in the books of account of TIL and transferred to TFL</p>	<p>As regards the observation made in Paragraph IV (e) of this Report, the Petitioner Companies seek to clarify and undertake that the surplus shall be credited to Capital Reserve Account arising out of demerger and deficits shall be debited to Goodwill Account and also that such Capital Reserves</p>



IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

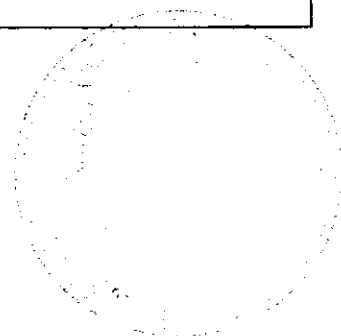
	<p>shall be reduced from the book value of assets and liabilities of TIL as on the close of business on the day immediately preceding the Appointed Date.</p> <p>(b) The difference between the book value of assets and liabilities of the Demerged Undertaking, shall be adjusted off/set-off first against the amount lying to the credit of the Capital Reserve Account, second against the amount lying to the credit of the Securities Premium Account and thereafter against the amount lying to the credit of the Retained Earnings Account.</p> <p>(c) Notwithstanding the above, the Board of Directors of TIL, in consultation with its statutory auditors, is authorised to account any of the balances in any other manner, if such accounting treatment is considered more appropriate and is authorised by</p>	<p>shall not be available for distribution of dividend.</p>
--	---	---



IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

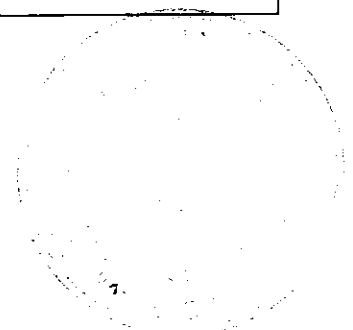
	<p>the Accounting Standards applicable to the Company</p> <p>Accounting treatment in the books of Tips Films Limited (TFL)</p> <p>(a) Upon coming into effect of this Scheme, TFL shall record the assets and liabilities transferred to and vested in it pursuant to the Scheme, at the same book values as appearing in the books of TIL as on the close of business on the day immediately prior to the Appointed Date.</p> <p>(b) TFL shall credit its Share Capital Account in its books of account with the aggregate face value of the New Equity shares issues to the shareholders of TIL by it in terms of clause 13.1 and reduce its Share Capital Account which are reduced and cancelled in terms of Clause 13.2.</p>	
--	---	--



IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

	<p>(c) The surplus or deficit, if any, of the value of the assets over the value of the liabilities of the Demerged undertaking acquired pursuant to this Scheme by TFL, shall, after adjusting for the value of the New Equity Shares issued by TFL to the Shareholders of TIL, pursuant to this Scheme, shall be credited to the Capital Reserve Account in the books of TFL.</p> <p>(d) Notwithstanding the above, the Board of Directors of TIL and/or TFL, in consultation with its respective statutory auditors, is authorised to account any of the balances in any other manner, if such accounting treatment is considered more appropriate and in accordance with the Accounting Standards applicable to TIL and TFL.</p>	
--	--	--



IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

	<p>Petitioner Companies have to undertake that surplus/deficit shall be adjusted to Capital Reserve Account.</p> <p>Further Petitioner Companies have to undertake that reserves shall not be available for distribution of dividend.</p>	
h)	<p><u>STATUS OF ROC REPORT</u></p> <p>ROC, Mumbai Report dated 28.12.2021 has interalia mentioned that there are no prosecution, no technical scrutiny, no inquiry, no inspection and no complaints pending against Petitioner Companies.</p> <p>Further mentioned that :-</p> <p>1. Interest of the Creditors should be protected.</p> <p>Hon'ble Tribunal may consider the observations pointed out by ROC, Mumbai in their report and decide the matter on merits.</p>	<p>As regards the observation made in Paragraph IV (h) of this Report is concerned the Petitioner Companies submit that interest of creditors is not affected as there are no Secured Creditors in the Petitioner Companies and no Unsecured creditors in the Second Petitioner Company.</p> <p>In so far as the Unsecured Creditors of the First Petitioner Company is concerned their interest as creditors is protected since there is no compromise</p>

IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

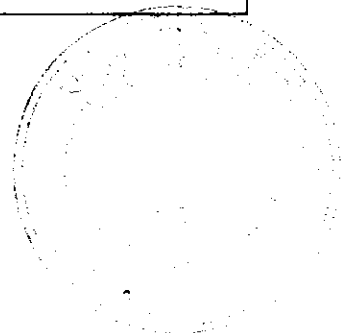
		<p>and/or arrangement with the creditors as no sacrifice is called for. The dues of the creditors will be paid off in ordinary course of business. Further, the present Scheme is a Scheme of Arrangement and Demerger between the Petitioner Companies and it's respective shareholders as contemplated under Section 230 (1)(b) of the Companies Act, 2013 and not in accordance with the provisions of Section 230(1)(a) of the Companies Act, 2013.</p>
i)	<p>The Hon'ble NCLT may direct the Petitioner Company to obtain approval from RBI/FEMA/FERA for foreign investment.</p>	<p>As regards the observation made in Paragraph IV (i) of the Report is concerned it is submitted that Foreign Direct Investment is under the automatic route and accordingly, shares proposed to be issued to the</p>



IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

		non-resident shareholders pursuant to the Scheme shall be under the 100% automatic route and hence no approval under the FEMA Regulations is required. Further the Resulting Company undertakes to file Form FC-GPR under Single Master Form within 30 days of issuance of shares in accordance with FEMA Regulations / RBI Guidelines.
j)	The Hon'ble NCLT may kindly direct the second Petitioner Company to comply with the provisions of section 66 of the Companies Act, 2013 for reduction of shares and also to comply with the Rules and Regulations of SEBI	As regards the observation made in Paragraph IV (j) of the Report is concerned the Petitioner Companies undertake and confirm that the reduction is being done as integral part of scheme no separate provisions of section 66 of the Companies Act 2013 are required to be

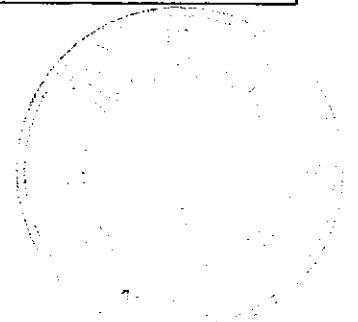




IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

		<p>complied with in view of explanation to Section 230 of the Companies Act 2013 which is reproduced herein below;</p> <p>“For the removal of doubts, it is hereby declared that the provisions of section 66 shall not apply to the reduction of share capital effected in pursuance of the order of the Tribunal under this section”</p> <p>Further the Petitioner Companies submit that pursuant to the Securities Exchange Board of India (“SEBI”) Circular No. SEBI /HO/ CFD/ DIL1/ CIR /P /2020 /249 dated December 22, 2020, as amended from time to time (“SEBI Circular”) read with Regulation 37 of the SEBI (Listing Obligations and</p>
--	--	---

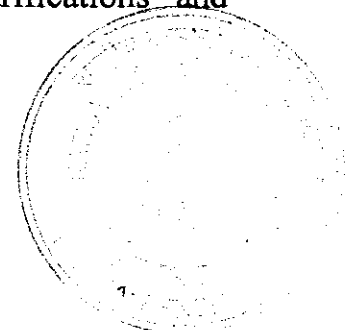


IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

		<p>Disclosure Requirements) Regulations, 2015 (“LODR Regulations”), First Petitioner Company had applied to BSE Limited and National Stock Exchange of India Limited for their “Observation Letter” / “No Objection Letter” to file the Scheme for sanction of the Tribunal. BSE Limited by its letter dated 29th July, 2021 and National Stock Exchange of India Limited by its letter dated 29 th July, 2021, have respectively given their “No Objection Letter” letters which is annexed to the Company Scheme Application as “C1&amp;C2”</p>
--	--	---

9. The observations made by the Regional Director have been explained by the Petitioner Companies in Para above. The clarifications and



IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

undertakings given by the Petitioner Companies are accepted by this Tribunal.

10. From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy.
11. The Counsel for the Petitioner Companies submits that upon the coming into effect of this Scheme and in consideration of the demerger of the Demerged Undertaking in the Resulting Company pursuant to this Scheme, the Resulting Company shall, without any further act or deed and without any further payment, issue and allot equity shares at par on a proportionate basis to each member of First Petitioner Company, whose name is recorded in the register of members of First Petitioner Company as holding shares on the Record Date, in the ratio of 1 (one) equity shares of Rs. 10/- each fully paid up of Second Petitioner Company for every 3 (three) equity share of Rs. 10/- each fully paid up held in First Petitioner Company.
12. Since all the requisite statutory compliances have been fulfilled, Company Petition CP(CAA)/222/MB/2021 connected with CA(CAA)/203/MB/2021 is made absolute in terms of prayer in the Petition.

IN THE NATIONAL COMPANY LAW TRIBUNAL,  
COURT NO. V, MUMBAI BENCH

CP NO. 222 OF 2021 Connected With  
C.A. (CAA). 203/MB/2021

13. The Scheme is sanctioned hereby, and the Appointed Date of the Scheme is fixed as 1<sup>st</sup> April 2021.
14. The Petitioner Companies are directed to lodge a certified copy of this Order along with a copy of the Scheme with the concerned Registrar of Companies, electronically along with e-Form INC-28, within 30 days from the date of receipt of the order by the Registry, duly certified by the Joint/ Assistant Registrar of this Tribunal.
15. The Petitioner Companies are directed to lodge a certified copy of this Order and the Scheme duly authenticated by the Deputy / Assistant Registrar of this Tribunal, with the concerned Superintendent of Stamps for adjudication of stamp duty payable, if any, within 60 working days from the date of receipt of certified copy of the certified Order from the Registry of this Tribunal.
16. All concerned regulatory authorities to act on a copy of this Order duly certified by the Deputy Registrar/Assistant Registrar of this Tribunal along with copy of the Scheme.
17. Ordered Accordingly.

Sd/-  
**Anuradha Sanjay Bhatia**  
Member (Technical)

Sd/-  
**Suchitra Kanuparthi**  
Member (Judicial)

*certified stamp on next page.*  
*PT*

03/03/2022  
19  
95  
17/03/2022  
17/03/2022  
17/03/2022

*P. S. Saran*

...

**SCHEME OF ARRANGEMENT AND DEMERGER  
BETWEEN**

Tips Industries Limited (TIL) .... Demerged Company

**AND**

Tips Films Limited (TFL) .... Resulting Company

265

**AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS IN RESPECT OF DEMERGER OF FILM DIVISION OF TIPS INDUSTRIES LIMITED INTO TIPS FILMS LIMITED UNDER SECTIONS 230 TO 232 READ WITH SECTIONS 52, 66 OF THE COMPANIES ACT, 2013**

**OVERVIEW, OBJECTS AND BENEFITS OF THE SCHEME**

- A. Tips Industries Limited (hereinafter referred to as the "Demerged Company", or "TIL", as the context may admit) is a listed public limited company incorporated on May 8<sup>th</sup>, 1996 under the Companies Act, 1956 with CIN L92120MH1996PLC099359 having its registered office at 601, Durga Chambers, 6th Floor, 278/E, Linking Road, Khar (West), Mumbai - 400052 MH IN. The equity shares of Demerged Company are listed on BSE and NSE, The company is engaged in the business of Production and Distribution of motion pictures ("Film Division") and acquisition and exploitation of Music Rights ("Music Division"). Classifying it on the basis of content, it consists of two main sectors-film and non-film music. The Company earns revenue from royalties on songs that are played on radio, mobiles, internet, etc.
- B. Tips Films Limited, (hereinafter referred to as the "The Resulting Company" or "TFL", as the context may admit) is an unlisted public limited company incorporated on June 5<sup>th</sup>, 2009 under the Companies Act, 1956 with CIN U74940MH2009PTC193028 and having its registered office at 501, Durga Chambers, 5th Floor, Linking Road, Khar (West), Mumbai- 400052 MH IN and has not yet commenced any significant business operations but will house Film Division of the Demerged Company.
- C. This Scheme of Arrangement (hereinafter referred to as the "Scheme") provides for a) the transfer by way of demerger of the Demerged Undertaking (as defined hereinafter) of the Demerged Company to the Resulting Company, and the consequent issue of equity shares by the Resulting Company to the shareholders of the Demerged Company pursuant to Section 230 to 232 and other relevant provisions of the Act (as defined hereinafter) in the manner provided for in the Scheme and in compliance with Section 2(19AA) of IT Act, and reduction and cancellation of equity shares of TFL held by existing shareholders of TFL (without payment of consideration), in terms of Section 66 of the 2013 Act b) various other matters consequential or otherwise integrally connected therewith.

After the effectiveness of this Scheme, the Share Capital of TFL consisting of the fully paid-up New Equity Shares of TFL issued as consideration in terms of Section B of this Scheme to the shareholders of TIL shall be listed on the Stock Exchanges in accordance with the provisions of SEBI Circular No. CFD/DIL3/CIR/2017/21, dated March 10, 2017, as amended from time to time. Further, as an integral part of the Scheme, existing Equity Shares of TFL (presently held by promoters and promoter group) shall stand cancelled and reduced (without payment of consideration) without any further act and deed, and hence this Scheme contemplates approval of the Tribunal(s) in terms of Section 66 of the 2013 Act, in addition to Sections 230-232 of the 2013 Act.

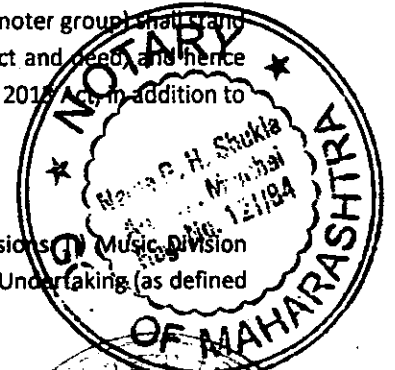
**D. RATIONALE AND BENEFITS OF THIS SCHEME**

TIL primarily operates in two business segments through separate business divisions (i) Music Division and (ii) Film Division. This Scheme for the demerger and vesting of the Demerged Undertaking (as defined hereinafter) of TIL to TFL, results in the following benefits:

1. The Demerged Undertaking and the Remaining Business have both achieved scale and experience to sustain business on the basis of their own strengths. Additionally, both businesses deal with different sets of industry dynamics in the form of nature of risks, competition, challenges, opportunities and business methods. Hence, segregation of the two undertakings would enable focused managements to explore the potential business opportunities more effectively and efficiently.

**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.



266

2. Demerger will enable both TIL & TFL to enhance business operations by streamlining operations, cutting costs, more efficient management control and outlining independent growth strategies.
3. Each undertaking will be able to target and attract new investors with specific knowledge, expertise and risk appetite corresponding to their own businesses. Thus, each undertaking will have its own set of likeminded investors, thereby providing the necessary funding impetus to the long-term growth strategies of each business;
4. Demerger will enhance efficiencies and will have different business interest into separate corporate entity, resulting in operational synergies, simplification, focused management, streamlining and optimization of the group structure and efficient administration.
5. Pursuant to the Scheme, the equity shares issued by the Resulting Company would be listed on BSE and NSE and will unlock the value of the Music Division and Film Division for the shareholders of the Demerged Company. Further the existing shareholders of the Demerged Company would hold the shares of two listed entities after the Scheme becoming effective; giving them flexibility in managing their investments in the two businesses having differential dynamics.
6. The demerger will unlock value of both businesses and result in shareholder value maximisation.

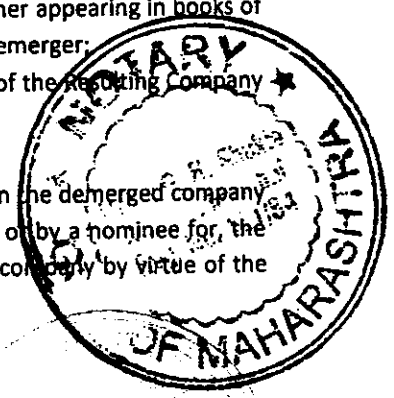
The Board of Directors of the Demerged Company and the Resulting Company believe that the Scheme is in the best interests of the respective entities and their respective stakeholders including its minority shareholders, employees, and creditors.

- E. The Restructuring as embodied in this Scheme is intended to provide greater business focus both in the Demerged Company and Resulting Company. The provisions of this Scheme have been drawn up to comply with the conditions relating to "Demerger" as defined under section 2(19AA) 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 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(19AA) of the Income Tax Act, 1961. Such modifications will however not affect the other parts of the Scheme such that:
- (a) All the assets and properties of the Demerged Undertaking (as defined hereinafter) being transferred/hived off by the Demerged Company immediately before the demerger become the properties of the Resulting Company by virtue of the demerger;
  - (b) All the liabilities relating to the Demerged Undertaking being transferred by the Demerged Company immediately before the demerger become the liabilities of the Resulting Company by virtue of the demerger;
  - (c) The properties and the liabilities, if any, relating to the Demerged Undertaking being transferred by Demerged Company are transferred to the Resulting Company at the values appearing in the books of accounts of the Demerged Company immediately before the demerger;
  - (d) Film Assets (as defined hereinafter) related to Demerged Undertaking whether appearing in books of accounts or not, are transferred to the Resulting Company by virtue of the demerger;
  - (e) All shareholders of the Demerged Company shall become the shareholders of the Resulting Company by virtue of the demerger; and
  - (f) The transfer of the Demerged Undertaking will be on a going concern basis.
  - (g) the shareholders holding not less than three-fourths in value of the shares in the demerged company (other than shares already held therein immediately before the demerger, or by a nominee for, the resulting company or its subsidiary) become shareholders of the resulting company by virtue of the demerger,

Accordingly, this Scheme is divided into three sections, as follows:

- Section A: Demerger of Film Division
- Section B: Issue of shares / Reorganisation of share capital
- Section C: Other provisions

1. DEFINITIONS AND INTERPRETATIONS:



**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

COMPANY SECRETARY

267

- 1.1. "2013 Act" or "the Act" means the Companies Act, 2013, as notified, and ordinances and rules made thereunder and shall include any statutory modification(s), re-enactment(s) and/or amendment(s) thereof for the time being in force.
- 1.2. "Applicable Law" means (a) all the applicable statutes, notifications, enactments, acts of legislature, bye-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinances, orders, or other instruments having force in law enacted or issued by any Government or Governmental Authority(ies) including any statutory modifications, amendments or re-enactments thereof for the time being in force; and (b) administrative interpretations, writs, injunctions, directions, directives, judgments, arbitral awards, orders, decrees, as may be in force from time to time.
- 1.3. "Appointed Date" means the 1<sup>st</sup> day of April, 2021.
- 1.4. "Board of Directors" or "Board" means and includes the respective boards of directors of TIL and TFL or any committee constituted by such board of directors.
- 1.5. "BSE" means BSE Limited
- 1.6. "CIN" means Corporate Identity Number
- 1.7. "Delivery Materials" shall include all materials of the Film Division with respect to the Film Assets, including but not limited to film negatives, hard disk drives, server, etc to be given by TIL to TFL in a timely manner upon execution of this Scheme.
- 1.8. "Demerged Undertaking" means the Film Division of Tips Industries Limited inter-alia engaged in the business of film production on a going concern basis, and shall include (without limitation):
- (a) all Film Assets, all related programme and movie rights, Intellectual Property Rights of the Films Division, telecasting and broadcasting rights, contracts, engagements, arrangement of all kind, brands, domain names and on a going concern basis and include without limitation:
- (i) (a) all assets wherever situated, whether movable or immovable (specifically mentioned below), tangible or intangible, buildings, vehicles, offices, investments, interest, capital work-in-progress, furniture, fixtures, office equipment, appliances, accessories (including, supplies, advertisement and promotional material), licenses, permits, quotas, approvals, registrations, lease, tenancy rights in relation to office and residential properties, incentives if any, municipal permissions, consents, or powers of every kind, nature and description whatsoever in connection with operating or relating to the Film Division of TIL including but not limited to two commercial properties situated at Pinnacle house, CTS number F/72, Junction of P.D. Hinduja Marg, & 15<sup>th</sup> Road, Khar West, Mumbai 400052, on 6<sup>th</sup> floor (admeasuring 148.52 square meters) and on 7<sup>th</sup> floor (admeasuring 15.70 Square meters) along with adjoining terrace (76.27 Square meters);
- (b) all other permissions, rights (including rights under any contracts or agreements or memorandum of understanding, government contracts, etc.), entitlements, copyrights, patents, royalties, trade marks, trade names, domain names, and other designs, trade secrets, product / film name registration or Intellectual Property Rights of the Films Division of any nature (save and except in the Excluded Rights) and all other interest exclusively relating to the services being dealt with by the Demerged Undertaking except non-exclusive right/ license to use the Tips Logo for all the assets and future productions under TFL in perpetuity, and
- (c) all deposits, advances and or moneys paid or received by TIL in connection with or pertaining or relating to the Film Division of TIL, all statutory licenses and/or permissions to carry on the operations of the Film Division of TIL and any financial assets, corporate guarantees issued by the Demerged Company and the benefits of any bank guarantees issued in relation to and for the benefit of the Demerged Undertaking, deferred tax benefits, privileges, all other claims, rights and benefits, power and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Film Assets of TIL;

**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

*Rajesh*  
COMPANY SECRETARY



268

Without prejudice to the provisions of sub-clause 1.8 (a)(i) above, the Film Division of TIL shall include all the debts, liabilities, duties and obligations and for the purpose of this Scheme, it is clarified that liabilities pertaining to the Film Division of TIL include:

- (a) The liabilities, which arise out of the activities or operations of the Film Division of TIL;
  - (b) Specific loans and borrowings raised, incurred and utilized for the activities or operations of the Film Division of TIL;
  - (c) Liabilities other than those referred to in Sub-Clause (a) and (b) above and not directly relatable to the remaining business of TIL being the amounts of general or multipurpose borrowings of TIL shall be allocated to the Film Division of TIL in the same proportion which the value of the assets transferred under this clause bears to the total value of TIL immediately before giving effect to this Scheme;
- (ii) all deposits and balances with Government, Semi Government, Local and other authorities and bodies, customers and other persons, earnest moneys and / or security deposits paid or received by the Demerged Company directly or indirectly in connection with or relating to the Demerged Undertaking / Film Division;
  - (iii) all necessary books, records, files, papers, product specification, engineering and process information, records of standard operating procedures, computer programmes along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Demerged Undertaking / Film Division;
  - (iv) All permanent and/or temporary employees of TIL substantially engaged in the Demerged Undertaking and those permanent and/or temporary employees that are determined by the Board of Directors of the Demerged Company, to be substantially engaged in or relatable to the Film Division;
  - (v) all legal or other proceedings, claims, notices, demands and obligations of whatsoever nature and whether known or unknown, contingent or otherwise, present or future relating to the Film Division, excluding those related to the Remaining Business;
  - (vi) All insurance policies related to Film Division;
  - (vii) all the credits for taxes such as sales tax, value added tax, service tax, CENVAT, GST and other indirect taxes, advance tax, tax credits (including but not limited to minimum alternate tax credit, pre-deposits made in indirect taxes), deferred tax benefits, tax deduction at source, accumulated losses and unabsorbed depreciation as per books if any as well as per the IT Act, enjoyed by the Demerged Company pertaining to the Film Division;
  - (viii) all exemption, benefits, allowance, rebates, etc. under IT Act (including right to admissibility of claim under the IT Act or such provisions becoming admissible in the period after the Appointed Date on discharging liabilities pertaining to Film Division);
  - (ix) Any question that may arise as to whether a specified asset or liability pertains to Film Division or whether it arises out of the activities or operations of the Film Division shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company. The designated list of assets, liabilities and intangibles pertaining to TFL as agreed upon between TIL and TFL is enclosed in "Annexure A"

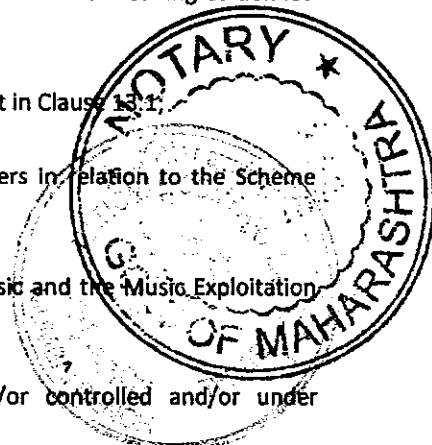
1.9. "Demerger" means the transfer by way of demerger of the Demerged Undertaking to the Resulting Company, and the consequent issue of equity shares by the Resulting Company to the Shareholders of the Demerged Company as set out in Section -B hereof and shall have the same meaning as defined under section 2(19AA) of the Income-tax Act, 1961;

1.10. "Demerged Share Entitlement Ratio" shall have the meaning ascribed to it in Clause 13.1;

1.11. "Effective Date" means the date on which all the conditions and matters in relation to the Scheme referred to in clause 19 of this Scheme have been fulfilled.

1.12. "Excluded Rights" shall mean the Intellectual Property Rights in the Music and the Music Exploitation Rights.

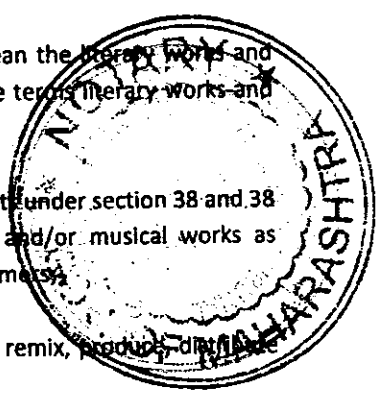
1.13. "Films" shall mean the list of films produced and/or owned and/or controlled and/or under development by the Demerged Company annexed hereto as Annexure A.



**CERTIFIED TRUE COPY**

269

- 1.14. **"Film Assets"** shall mean all rights including but not limited to Intellectual Property Rights in and to (i) the Films (ii) all literary works, dramatic works, artistic works, and cinematographic films (as defined in the Indian Copyright Act, 1957 and as amended from time to time) (iii) all adaptation/ remake rights, (iv) all dubbing rights, (v) animation series and (iv) Underlying Works produced and/or owned and/or controlled and/or under development by the Demerged Company, a list of which is annexed hereto as Annexure A save and except Excluded Rights.
- 1.15. **"IT Act"** means the Income-tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.16. **"Intellectual Property"** shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. Intellectual Property includes patents, trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity; and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets, and any licenses and permission in connection therewith, in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
- 1.17. **"Intellectual Property Rights"** shall mean all rights arising out of or in relation to the Intellectual Property.
- 1.18. **"Modes, Media and Formats"** of exploitation of the Film Assets shall mean and include all the modes, media and formats as mentioned under Annexure B.
- 1.19. **"Music"** shall comprise of the following with respect to the Film Assets including all dubbed and subtitled versions of the Film Assets in any languages of the Territory:
  - a) **"Background Score"** shall mean the musical composition without lyrics which is played in the background when dialogues are performed by the actors in the Film Assets or during pauses during such dialogue delivery to denote the emotions which the scene conveys to the audience excluding any dialogues contained in the Film Assets (e.g. tune of melancholy or joy or suspense);
  - b) **"Dialogues"** shall mean the all working drafts and the final version of the literary works and/or dialogues authored by the dialogue writer and performed by actors, artists which may or may not form part of the final shooting script of the Film Assets.
  - c) **"Songs"** shall have the general meaning as understood in the Indian film industry and in particular mean the final performances of the lyrics along with the musical compositions including title tracks / themes of the Film Assets (if any);
  - d) **"Song Audio Visuals/ Song Videos"** shall mean the audio-visual of the full Song(s) of the Film Assets i.e. the part of the cinematograph film where the Song Recordings are synched with the audio visuals of the Film Assets;
  - e) **"Sound Recordings"** shall have the meaning ascribed to it as per the Act;
  - f) **"Music Underlying Works"** for the purpose of this Agreement shall mean the literary works and musical works of the Songs and the Background Music Score, where the terms literary works and musical works shall have the meaning ascribed to it under the Act;
  - g) **"Music Underlying Performances"** shall mean any and all performer rights under section 38 and 38A of the Act relating to any performances/ renditions of the lyrics and/or musical works as contained in the Sound recordings of the Songs by singers and /or performers;
  - h) **"Music Derivative Rights"** shall mean the right to develop, adapt, edit, remix, produce, distribute and otherwise exploit the Music Derivative Works; and
  - i) **"Music Derivative Works"** shall mean derivative works of the Sound Recordings and Music Underlying Works, wherein the term derivative works shall have the meaning ascribed to it under



29/11

270

the Act.

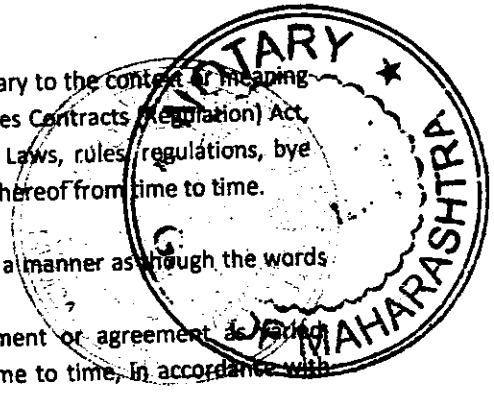
- 1.20. "Music Exploitation Rights" shall mean the right to create, produce, develop, distribute and exploit the Music or any part(s) thereof, including without limitation, the Intellectual Property Rights and all forms of adaptation/ derivative rights relating to such Music, across all modes, mediums and formats (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future throughout the Term and in the Territory in respect of all such rights.
- 1.21. "National Company Law Tribunal" or "NCLT" means the National Company Law Tribunal, Mumbai Bench.
- 1.22. "NSE" means National Stock Exchange of India Limited.
- 1.23. "Remaining Business" means all other businesses, divisions, assets and liabilities of TIL and all Music and Music Exploitation Rights, acquired and produced either own or through partnerships shall remain with TIL.
- 1.24. "Resulting Company" or "TFL" means "Tips Films Limited", a company incorporated under the Act and having its registered office at 501, Durga Chambers, 278/E, Linking Road, Khar (West), Mumbai 400052.
- 1.25. "Rupees" or "Rs." or "INR" means the lawful currency of India.
- 1.26. "Record Date" shall mean in relation to demerger of Film Division of TIL into TFL, such date to be fixed by the Board of Directors of TIL or a committee thereof/person duly authorized by the Board of Directors, after the Effective Date for the purpose of determining the members of TIL to whom shares of TFL will be allotted pursuant to this Scheme in terms of Clause 13.1
- 1.27. "Rights Agreements" shall include all agreements of the Film Division with respect to the Film Assets including but not limited to all acquisition agreements, licensing agreements, service letters, etc, to be given by TIL to TFL in a timely manner upon execution of this Scheme.
- 1.28. "Scheme" or "the Scheme" or "this Scheme" means this scheme of arrangement among TIL, TFL and their respective shareholders pursuant to the provisions of sections 230 to 232 and other applicable provisions of the Act, as the case may be, in its present form or with any modification(s) made under clause 17 of the Scheme by the Board of Directors of TIL and TFL, and/ or as approved or directed by the Tribunal, as the case may be.
- 1.29. "SEBI" means the Securities and Exchange Board of India.
- 1.30. "SEBI Circular" means (i) circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017( as amended) on Schemes of Arrangement by Listed Entities and Relaxation under sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957, as amended by the circular no. SEBI/ HO/CFD/DIL1/CIR/P/2020/249 Dated December 22, 2020 issued by SEBI or any other circulars issued by SEBI applicable to schemes of arrangement from time to time.
- 1.31. "Shareholders" means the persons registered (whether registered owner of the shares or beneficial owner of the shares) as holders of equity shares of company concerned.

2. INTERPRETATION

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning prescribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, Income-tax Act, 1961 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.

In this Scheme, unless the context otherwise requires:

- (i) the words "including", "include" or "includes" shall be interpreted in a manner as though the words "without limitation" immediately followed the same;
- (ii) any document or agreement includes a reference to that document or agreement as being amended, supplemented, substituted, novated or assigned, from time to time, in accordance with the provisions of such a document or agreement;
- (iii) the words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be



Handwritten signature/initials.

271

construed as any limitation upon the generality of any preceding words or matters specifically referred to;

- (iv) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of the relevant provisions of this Scheme;
- (v) the term "Clause" or "Sub-Clause" refers to the specified clause of this Scheme, as the case may be;
- (vi) reference to any legislation, statute, regulation, rule, notification or any other provision of Law means and includes references to such legal provisions as amended, supplemented or re-enacted from time to time, and any reference to legislation or statute includes any subordinate legislation made from time to time under such a legislation or statute and regulations, rules, notifications or circulars issued under such a legislation or statute;
- (vii) Words in the singular shall include the plural and vice versa.

**3. DATE OF COMING INTO EFFECT**

The Scheme shall come into legal operation from the Appointed Date, though It shall be effective from the Effective Date.

**4. SHARE CAPITAL:**

4.1 The authorized, issued, subscribed and paid up capital of TIL as on March 31, 2021 is as follows:

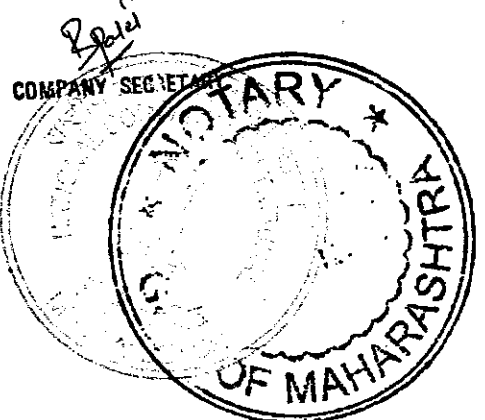
PARTICULARS	AMOUNT (Rs.)
<b>AUTHORIZED CAPITAL</b>	
2,00,00,000 Equity Shares of Rs 10/- each	200,000,000
<b>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</b>	
1,29,68,659 Equity Shares of Rs 10/- each fully paid up	129,686,590
<b>TOTAL</b>	<b>129,686,590</b>

4.2 The authorized, issued, subscribed and paid up capital of TFL as on March 31, 2021 is as follows:

PARTICULARS	AMOUNT (Rs.)
<b>AUTHORIZED CAPITAL</b>	
50,000 Equity Shares of Rs 10/- each	5,00,000
<b>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</b>	
50,000 Equity Shares of Rs 10/- each fully paid up	5,00,000
<b>TOTAL</b>	<b>5,00,000</b>

**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.



SECTION A: DEMERGER OF FILM DIVISION

272

5. TRANSFER OF DEMERGED UNDERTAKING

- 5.1 Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Demerged Undertaking shall, pursuant to the provisions contained in sections 230 to 232 of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from TIL and be transferred to and vested in or be deemed to have been transferred to and vested in TFL on the Appointed Date, on a going concern basis, so as to become as and from the Appointed Date, the undertaking of TIL and to vest in the Resulting Company all the rights, title, interest or obligations of TIL therein.
- 5.2 It is hereby clarified that notwithstanding anything stated herein, the Demerged Company shall not transfer the Remaining Business (in whole or part) to the Resulting Company.
- 5.3 The Demerged Company and the Resulting Company, if required, shall enter into transitional arrangements and shall be deemed to be authorized to execute any such arrangements and to carry out or perform all such formalities or compliances as may be deemed proper and necessary for effecting the transfer and vesting of the properties of the Demerged Undertaking with the Resulting Company.
- 5.4 All assets (including fixed assets, intangible assets, current assets, cash and bank balances etc.) acquired by TIL after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking or pertaining to the Demerged Undertaking shall be deemed to have been acquired for and on behalf of the Resulting Company.
- 5.5 In respect of such of the assets of the Demerged Undertaking as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by TIL and shall become the property of the Resulting Company as an integral part of the Demerged Undertaking transferred to it. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of TIL and the Board of Directors (or a duly authorized committee) of the Resulting Company within thirty days from the Effective Date.
- 5.6 In respect of movables of the Demerged Undertaking other than those specified in Clause 5.5 above, which are to be transferred to TFL, including sundry debtors, future receivables, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, it shall not be necessary to obtain the consent of any third party or other person in order to give effect to the provisions of this sub-clause, and such transfer shall be effected by notice to the concerned persons, or in any manner as may be mutually agreed by TIL and TFL.
- 5.7 In respect of such of the assets of the Demerged Undertaking other than those referred to in Clause 5.5 and 5.6 above, the same shall, as more particularly provided in Clause 5.1 above, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Resulting Company on the Appointed Date pursuant to the provisions of section 230/232 of the Act or other provisions of law as applicable. Upon coming into effect of the Scheme, TFL shall have the non-exclusive right/ license to use the Tips Logo for all the assets and future productions under TFL in perpetuity.
- 5.8 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, registrations, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of TIL and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking and all certifications and approvals, trademarks, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other Intellectual Property Rights of the Films Division and all other interests relating to the Demerged Undertaking, be transferred to and vested in the Resulting Company.
- 5.9 In so far as the various incentives, subsidies (including applications for subsidies), grants, special status and other benefits or privileges granted by any Government body, local authority or by any other

B. Patel

273

person, enjoyed or availed of by TIL are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking, vest with and be available to the Resulting Company on the same terms and conditions.

- 5.10** It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of TIL as on the Appointed Date and being a part of the Demerged Undertaking shall, without any further act or deed be and shall stand transferred to the Resulting Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had entered into such loans or incurred such borrowings and the Resulting Company undertakes to meet, discharge and satisfy the same:
- (i) the liabilities which directly and specifically arose out of the activities or operations of the Demerged Undertaking,
  - (ii) specific loans or borrowings raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking,
  - (iii) in cases other than those referred to in sub-clauses (i) and (ii) above, proportionate part of the general or multipurpose borrowings and liabilities of TIL allocable to the Demerged Undertaking in the same proportion in which the value of the assets of TIL transferred under this Scheme bears to the total value of the assets of TIL immediately before the demerger.
- 5.11** All loans raised and used and all liabilities and obligations incurred by TIL for the operations of the Demerged Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Resulting Company and shall become its liabilities and obligations.
- 5.12** Upon the coming into effect of this Scheme, the balances as on the Appointed Date, of general or multipurpose borrowings shall be transferred to and assumed by TFL in the proportion provided in Clause 5.10 above. Thus, the primary obligation to redeem or repay such transferred liabilities shall be that of TFL. However, without prejudice to such transfer of proportionate liability amount, where considered necessary for the sake of convenience and towards facilitating single point creditor discharge, TFL may discharge such liability (including accretions thereto) by making payments on the respective due dates to TIL, which in turn shall make payments to the respective creditors.
- 5.13** Upon the coming into effect of this Scheme, in so far as the security in respect of the liabilities of TIL as on the Appointed Date is concerned, it is hereby clarified that TIL and the Resulting Company shall, subject to confirmation by the concerned creditor(s), mutually agree upon and arrange for such security as may be considered necessary to secure such liabilities.

Provided however, any reference in any security documents or arrangements (to which TIL is a party) to the assets of TIL offered or agreed to be offered as security for any financial assistance or obligations pertaining to the Demerged Undertaking, shall be construed as reference only to the assets pertaining to the Demerged Undertaking of TIL as are vested in the Resulting Company by virtue of the aforesaid Clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of TIL or any of the assets of the Resulting Company, save and except as may be otherwise agreed between TIL, the Resulting Company and the respective lender(s). It is further clarified that upon the coming into effect of this Scheme, in the event any security, charge and/or mortgage is extended over the assets of TIL in respect of any financial assistance or obligations pertaining to the Demerged Undertaking vested in the Resulting Company, such security, charge and/or mortgage shall be deemed to be carried out as an integral part of the scheme and all applicable compliances/ clearances/ permissions of regulatory authorities and no separate approvals shall be required.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Resulting Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of TIL vested in the Resulting Company.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by TIL which shall vest in the Resulting Company by virtue of the demerger of the

*[Handwritten signature]*

274

Demerged Undertaking into the Resulting Company and the Resulting Company shall not be obliged to create any further or additional security thereof after the Scheme has become operative.

- 5.14 Upon the coming into effect of this Scheme, the borrowing limits of the Resulting Company in terms of section 180(1)(c) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of TIL which are being transferred to the Resulting Company pursuant to the Scheme, such limits being incremental to the existing limits of the Resulting Company, with effect from the Appointed Date.
- 5.15 The provisions of this Clause insofar as they relate to the transfer of liabilities to the Resulting Company shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/ or superseded by the foregoing provisions.
- 5.16 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, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause.
- 5.17 It is hereby clarified that all assets and liabilities of the Demerged Undertaking shall be transferred at values appearing in the books of account of TIL as on the Appointed Date which are set forth in the closing balance sheet of TIL as of the close of business hours on the date immediately preceding the Appointed Date.  
Further, all the following shall be transferred in favour of TFL at Rs. Nil  
(i) all Film Assets, whether written off from the books of accounts or not as set out in Annexure A;  
(ii) all assigned / licensed Films rights in favour of third parties as set out in Annexure A;  
(iii) all Delivery Materials ;  
(iv) all ongoing Rights Agreements under which the TIL has existing obligations,.
- 5.18 All cheques and other negotiable instruments, payment order, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of TIL (in relation to Film Division) after the Effective Date shall be accepted by the bankers of TFL and credited to the account of TFL, if presented by TFL or received through electronic transfers. Similarly, the banker of TFL shall honour all cheques / electronic fund transfer instructions issued by TFL (in relation to Film Division) for payment after the Effective Date. If required, the bankers of TIL and TFL shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of TIL by TFL in relation to the Film Division for such time as may be determined to be necessary by TFL for presentation and deposition of cheques, pay order and electronic transfers that have been issued/made in the name of TFL.
- 5.19 Benefits of any and all corporate approvals as may have already been taken by TIL in connection with the Demerged Undertaking, including approvals under Sections 42, 62(1A), 180, 185, 186 and 188 of the 2013 Act shall stand transferred to TFL and the said corporate approvals and compliances shall be deemed to have been taken / complied with by TFL.
- 5.20 It is hereby clarified that all Film Assets shall hereby be transferred to TFL and TFL shall have the sole authority to exploit the Film Assets in any manner including but not limited to the Modes, Media and Formats as specified under Annexure B

## 6 LEGAL PROCEEDINGS

All legal or other proceedings of whatsoever nature by or against the Demerged Undertaking pending and/ or arising on or after the Appointed Date and relating to the Demerged Undertaking or its properties, assets, debts, liabilities, duties and obligations, shall be continued and/ or enforced until the Effective Date as desired by TFL and as and from the Effective Date shall be continued and enforced by or against TFL in the same manner and to the same extent as would or might have been continued and enforced by or against TIL. On and from the Effective Date, TFL shall and may, if required, initiate any legal proceedings in its name in relation to the Demerged Undertaking in the same manner and to the same extent as would or might have been initiated by TIL.

## 7 CONTRACTS AND DEEDS

**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

*[Signature]*  
COMPANY SECRETARY

275

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments, if any, of whatsoever nature to which TIL (to the extent related to the Demerged Undertaking) is a party and subsisting or having effect on the Effective Date shall be in full force and effect against or in favour of TFL, as the case may be, and may be enforced by or against TFL as fully and effectually as if, instead of TIL, TFL had been a party thereto. TFL may enter into and/ or issue and / or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which TIL will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. TFL shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of TIL and to implement or carry out all formalities required on the part of TIL to give effect to the provisions of this Scheme.

**8 BUSINESS AND PROPERTY IN TRUST**

As and from the Appointed Date, upto and including the Effective Date:

- (i) TIL (to the extent of the Demerged Undertaking), shall carry on and be deemed to have carried on its business and activities and shall stand possessed of all the assets and properties, in trust for Resulting Company and shall account for the same to Resulting Company.
- (ii) Income or profit accruing or arising to the Demerged Undertaking and all costs, charges, expenses and losses or taxes incurred by the Demerged Undertaking shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of Resulting Company and shall be available to the Resulting Company for being disposed off in any manner as it thinks fit.

**9 CONDUCT OF BUSINESS**

9.1 With effect from the date of approval of the Scheme by the Board of Directors of TIL, and up to the Effective Date:

- (i) TIL (to the extent related to the Demerged Undertaking) shall carry on its business with reasonable diligence and in the same manner as it had been doing hitherto fore, and TIL shall not alter or substantially expand the business of the Demerged Undertaking, except with the written concurrence of Resulting Company.
- (ii) TIL shall not, without the written concurrence of Resulting Company, transfer, alienate, charge or encumber any business activity of the Demerged Undertaking, or properties (including Intellectual Property), rights or assets of the Demerged Undertaking, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of TIL.

It is further clarified that upon receipt of the written concurrence of the Resulting Company, TIL may transfer, alienate, charge or encumber any business activity of the Demerged Undertaking, or properties (including Intellectual Property), rights or assets of the Demerged Undertaking, for cash or any other consideration. Further, any such consideration received by TIL shall constitute a part of the Demerged Undertaking.

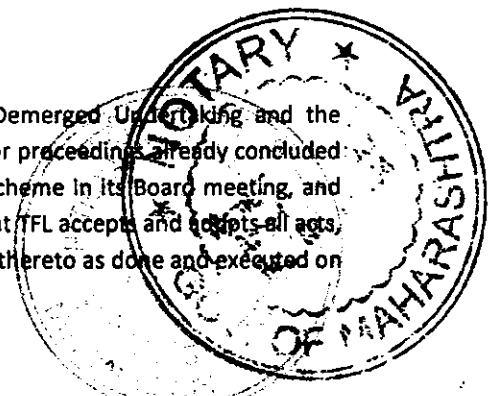
- (iii) TIL (to the extent of the Demerged Undertaking) shall not without the written concurrence of Resulting Company, vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of TIL, the terms and conditions of employment of any of its employees, nor shall it conclude settlement with employees.

**10 SAVING OF CONCLUDED TRANSACTIONS**

The transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking and the continuance of proceedings by or against TFL shall not affect any transaction or proceedings already concluded by the Demerged Undertaking on or before the date when TIL adopts the Scheme in its Board meeting, and after the date of such adoption till the Effective Date, to the end and intent that TFL accepts and adopts all acts, deeds and things done and executed by the Demerged Undertaking in respect thereto as done and executed on behalf of itself.

**11 STAFF AND EMPLOYEES**

11.1 Upon the Scheme coming into effect, all staff and employees of the Demerged Undertaking shall be deemed to have become staff and employees of TFL without any break in their service and on the basis



*Blair*



276

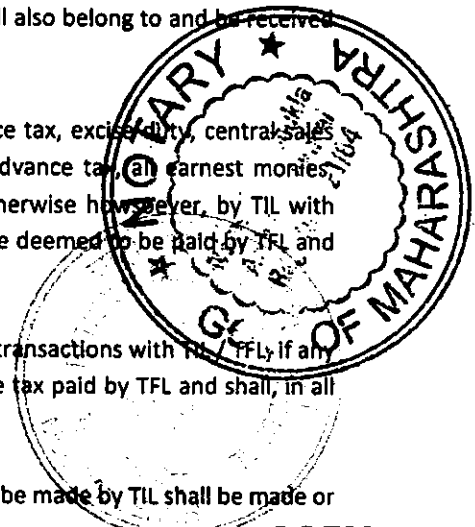
of continuity of service and the terms and conditions of their employment with TFL shall not be less favourable than those applicable to them with reference to TIL on the Effective Date.

- 11.2 Upon the Scheme coming into effect, the accounts of the employees of the Demerged Undertaking relating to Provident Fund, Gratuity and any other trusts/ funds shall be identified, determined and transferred to the respective funds/ trusts of TFL and the employees shall be deemed to have become members of such funds/ trusts of TFL. TIL shall take all steps necessary for the transfer of the Provident Fund, Gratuity trust and any other fund of employees, pursuant to the Scheme, to TFL. The obligation to make contributions to the said fund or funds shall be transferred to the Resulting Company from the Effective Date in accordance with the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of TIL (to the extent related to the Demerged Undertaking) in relation to such fund or funds shall become those of TFL and all the rights, duties and benefits of the employees employed in TIL (to the extent related to the Demerged Undertaking) under such funds and trusts shall be protected, subject to the provisions of law for the time being in force.

Upon the Scheme coming into effect, until such time that the Resulting Company creates its own funds, the Resulting Company may continue to make contributions pertaining to the employees of the Demerged Undertaking to the relevant funds of the Demerged Company and such contributions pertaining to the employees of the Demerged Undertaking shall be transferred by TIL to the funds of the Resulting Company as and when created. TIL shall take all steps necessary for the transfer of the Provident Fund, Gratuity trust and any other fund of employees, pursuant to the Scheme, to the Resulting Company.

**12 TREATMENT OF TAX**

- 12.1 TFL will be the successor of TIL vis-à-vis the Demerged Undertaking. Hence, it will be deemed that the benefits of any tax credits whether central, state, or local, availed vis-a-vis the Demerged Undertaking and the obligations, if any, for payment of taxes on any assets of the Demerged Undertaking or their erection and/or installation, etc. shall be deemed to have been availed by TFL, or be deemed to be the obligation of TFL, as the case may be.
- 12.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess, receivables/payables by TIL relating to the Demerged Undertaking including all or any refunds/credits/claims/tax losses/unabsorbed depreciation relating thereto shall be treated as the asset/liability or refund/credit/claims/tax losses/unabsorbed depreciation, as the case may be, of TFL.
- 12.3 TIL and TFL are expressly permitted to revise their tax returns including tax deducted at source ('TDS') certificates/ returns and to claim refund, advance tax, credits, Goods and Service Tax ("GST"), excise and GST credits, set off etc. on the basis of the accounts of the Demerged Undertaking as vested with TFL upon coming into effect of this Scheme. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have expired.
- 12.4 Any refund, under the income tax, GST, service tax laws, excise duty laws, central sales tax, applicable State Value Added Tax laws or other Applicable Law, dealing with taxes/ duties/ levies due to Demerged Undertaking of TIL consequent to the assessment made on TIL and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by TFL upon this Scheme becoming effective.
- 12.5 The tax payments (including, without limitation income tax, GST, service tax, excise duty, central sales tax, applicable state value added tax, etc.) whether by way of TDS, advance tax, all earnest monies security deposits provisional payments, payment under protest, or otherwise howsoever, by TIL with respect to the Demerged Undertaking after the Appointed Date, shall be deemed to be paid by TFL and shall, in all proceedings, be dealt with accordingly.
- 12.6 Further, any TDS by TIL / TFL with respect to Demerged Undertaking on transactions with TIL / TFL if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by TFL and shall, in all proceedings, be dealt with accordingly.
- 12.7 Obligation for deduction of tax at source on any payment made by or to be made by TIL shall be made or deemed to have been made and duly complied with by TFL.



**CERTIFIED TRUE COPY**  
FOR TIPS INDUSTRIES LTD.

*B. Patil*  
COMPANY SECRETARY

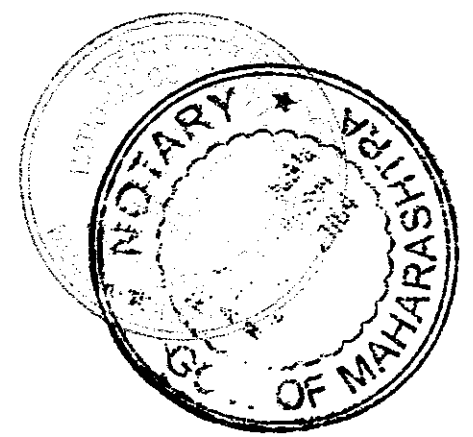
277

- 12.8 Any actions taken by the TIL to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, Tax filings, etc.) in respect of the Demerged Undertaking on and from the Appointed Date up to the Effective Date shall be considered as adequate compliance by the TIL with such requirements under Tax Laws and such actions shall be deemed to constitute adequate compliance by the TFL with the relevant obligations under such Tax Laws
- 12.9 Upon the Scheme becoming effective, all unavailed credits and exemptions, benefit of carried forward losses, unabsorbed depreciation and other statutory benefits, including in respect of income tax, goods and service tax, cenvat, customs, applicable state value added tax, sales tax, service tax etc. relating to the Demerged Undertaking to which TIL is entitled to shall be available to and vest in TFL, without any further act or deed.
- 12.10 The Board of Directors of TIL shall be empowered to determine if any specific tax liability or any tax proceeding relates to the Demerged Undertaking and whether the same would be transferred to TFL.

**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

*[Signature]*  
COMPANY SECRETARY



SECTION B

278

**13 ISSUE OF SHARES**

- 13.1** Upon the coming into effect of this Scheme and in consideration of the demerger of the Demerged Undertaking in the Resulting Company pursuant to this Scheme, the Resulting Company shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the "New Equity Shares") at par on a proportionate basis to each member of TIL, whose name is recorded in the register of members of TIL as holding shares on the Record Date, in the ratio of 1 (one) equity shares of Rs 10 each fully paid up of TFL for every 3 (three) equity share of Rs 10 each fully paid up held in TIL.
- 13.2** Cancellation of shares of the Resulting Company:  
Simultaneous with the issuance and allotment of the equity shares by the Resulting Company in accordance with the Clause 13.1 above, the initial issued and paid up equity share capital of the Resulting Company, comprising of 50,000 equity shares of Rs. 10/- each, aggregating to Rs. 5,00,000/- shall be cancelled.
- 13.3** The exchange ratios have been determined by the Boards of Directors of the Demerged Company and the Resulting Company based on the valuation report provided by independent registered valuer as per the terms of the present proposed Scheme.
- 13.4** The issue and allotment of new equity shares by Resulting Company to the members of Demerged Company pursuant to Clause 13.1 above is an integral part of this Scheme.
- 13.5** The approval of this Scheme by the shareholders of TFL shall be deemed to be due compliance of the provisions of section 62 of the Act and applicable provisions of the Act, for the issue and allotment of new equity shares by TFL to the shareholders of TIL, as provided in this Scheme. as well as all applicable SEBI regulations have been complied with.
- 13.6** The New Equity Shares to be issued and allotted in terms hereof will be subject to the Memorandum and Articles of Association of the Resulting Company.
- 13.7** The approval of this Scheme by the shareholders under Sections 230 and 232 of the Act shall be deemed to have the approval under Sections 13, 14 of Companies Act, 2013 and other applicable provisions of the Act and any other consents and approvals required in this regard.
- 13.8** In the event that TIL, as the case may be, change their capital structures prior to the Effective Date, either by way of any increase (by issue of Equity Shares, bonus shares, convertible securities or otherwise), decrease, reduction, reclassification, sub-division, consolidation, or re-organisation in any other manner except as specifically provided in this Scheme itself, which would have the effect of bringing some change to the capital structures of such company(ies), subject to the approval of the Scheme Entities, the Share Entitlement Ratio and / or number consideration shares to be issued (as applicable) shall stand modified / adjusted accordingly to take into account the effect of such corporate actions.
- 13.9** Subject to Applicable Laws, the fully paid-up New Equity Shares of TFL that are to be issued in terms of Clause 13.1 shall be issued in dematerialised form, unless a shareholder of TIL gives a notice to TIL and TFL on or before the Record Date, requesting for issuance of such Equity Shares in physical form. The shareholders of TIL shall provide such confirmation, information and details as may be required by TFL to enable it to issue the aforementioned Equity Shares. However, if as of the date of allotment by TFL, TIL is unable to provide the details of the demat account of any particular shareholder, subject to applicable law, TFL shall allot the appropriate number of New Shares to such shareholder in physical form. Notwithstanding the above, if as per Applicable Laws, TFL is not permitted to issue and allot the New Equity Shares in physical form, and it has still not received the demat account details of certain shareholders of TIL, it shall issue and allot such shares in lieu of the New Equity Share entitlement of such shareholders, into a demat suspense account, which shall be operated by one of the directors of TFL, duly authorised in this regard, who shall upon receipt of appropriate evidence from such shareholders regarding their entitlement, will transfer from such demat suspense account into the individual demat accounts of such claimant shareholders, such number of shares as may be required in terms of this Scheme.

**CERTIFIED TRUE COPY**  
FOR TIPS INDUSTRIES LTD.

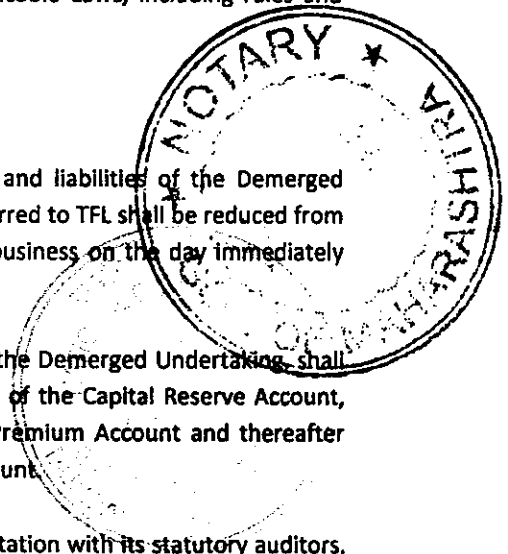
*Bois*  
COMPANY

279

- 13.10 Equity shares to be issued by TFL pursuant to Clause 13.1 in respect of Equity Shares of the shareholders of TIL which are held in abeyance shall also be kept in abeyance.
- 13.11 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of TIL, the Board of Directors of TIL shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in TIL as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor / transferee of the shares in TIL and in relation to the Equity Shares issued by TFL upon the effectiveness of this Scheme. The Board of Directors of TIL and TFL shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in TFL on account of difficulties faced in the transition period.
- 13.12 If the allotment of shares pursuant to this Clause 13.1 will result in any shareholders being issued fractional shares, the Board of the TFL shall, at its absolute discretion, decide to take any or a combination of the following actions:
- (a) consolidate all such fractional entitlements and thereupon allot equity shares in lieu thereof to a person/ trustee authorized by the Board of the TFL in this behalf who shall hold the shares in trust on behalf of the shareholders of TIL entitled to fractional entitlements with the express understanding that such person shall sell the shares of the TFL so allotted on the Stock Exchanges at such time or times and at such price or prices and to such person, as such person/trustee deems fit, and shall distribute the net sale proceeds, subject to tax deductions and other expenses been carrying as applicable, to the shareholders of the TIL in proportion to their respective fractional entitlements. In case the number of such new shares to be allotted to a person authorized by the Board of the TFL by virtue of consolidation of fractional entitlement is a fraction, it shall be rounded off to the next higher integer.
  - (b) deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of the TIL.
- 13.13 TFL shall apply to all the Stock Exchanges (where the shares of TIL are listed) and SEBI for listing and admission of all the Equity Shares of TIL (the New Equity Shares of TFL) to trading in terms of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020 read with other Applicable Laws (as amended from time to time). TFL shall enter into such arrangements, complete such formalities and give such confirmations and/or undertakings to the Stock Exchanges as may be necessary in accordance with the Applicable Laws for the listing of Equity Shares of TFL.
- 13.14 The New Equity Shares of TFL issued and allotted pursuant to the Scheme shall remain frozen in the depository system until listing/trading permission is given by the Stock Exchanges for the Equity Shares of TFL.
- 13.15 TFL shall, if and to the extent required, apply for and obtain any approvals from the appropriate authorities including the Reserve Bank of India, for the issue and allotment of Equity Shares of TFL by to non-resident equity shareholders of TIL, if any, in terms of the Applicable Laws, including rules and regulations applicable to foreign investment.

#### 14 ACCOUNTING TREATMENT

- 14.1 Accounting Treatment in the books of Tips Industries Limited (TIL)
- (a) Upon this scheme becoming effective, the book value of assets and liabilities of the Demerged Undertaking as appearing in the books of account of TIL and transferred to TFL shall be reduced from the book value of assets and liabilities of TIL as on the close of business on the day immediately preceding the Appointed Date.
  - (b) The difference between the book value of assets and liabilities of the Demerged Undertaking shall be adjusted off/set-off first against the amount lying to the credit of the Capital Reserve Account, second against the amount lying to the credit of the Securities Premium Account and thereafter against the amount lying to the credit of the Retained Earnings Account.
  - (c) Notwithstanding the above, the Board of Directors of TIL, in consultation with its statutory auditors, is authorised to account any of the balances in any other manner, if such accounting treatment is considered more appropriate and is authorised by the Accounting Standards applicable to the



*Boali*

Company and/or Generally accepted Accounting Principles.

280

**14.2 Accounting treatment in the books of Tips Films Limited (TFL)**

- (a) Upon coming into effect of this Scheme, TFL shall record the assets and liabilities transferred to and vested in it pursuant to the Scheme, at the same book values as appearing in the books of TIL as on the close of business on the day immediately prior to the Appointed Date.
- (b) TFL shall credit its Share Capital Account in its books of account with the aggregate face value of the New Equity Shares issued to the shareholders of TIL by it in terms of Clause 13.1 and reduce its Share Capital Account which are reduced and cancelled in terms of Clause 13.2.
- (c) The surplus or deficit, if any, of the value of the assets over the value of the liabilities of the Demerged Undertaking acquired pursuant to this Scheme by TFL, shall, after adjusting for the value of the New Equity Shares issued by TFL to the Shareholders of TIL, pursuant to this Scheme, shall be credited to the Capital Reserve Account in the books of TFL.

Notwithstanding the above, the Board of Directors of TIL and/or TFL, in consultation with its respective statutory auditor(s), is authorised to account any of the balances in any other manner, if such accounting treatment is considered more appropriate and in accordance with the Accounting Standards applicable to TIL and TFL.

**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

*B. Patel*

COMPANY SECRETARY



## SECTION-C OTHER PROVISIONS

### GENERAL TERMS & CONDITIONS

#### 15 APPOINTED DATE

The Appointed Date shall be deemed to be the 'acquisition date' for all purposes, including for the purposes of accounts of TIL and TFL

#### 16 APPLICATION TO TRIBUNAL

The Companies shall, with all reasonable dispatch, make necessary applications/petitions under sections 230 to 232 of the Act and other applicable provisions of the Act to the Tribunal for seeking sanction of this Scheme.

#### 17 ALTERATION OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF TFL

Increase in authorized Share Capital of TFL

- a) As an integral part of Scheme, and, upon coming into effect of the Scheme, the authorized share capital of TFL shall stand suitably increased, without any further act, instrument or deed on the part of the TFL for the purpose of issue of shares as per Clause 13.1, as on the Effective Date such that upon the effectiveness of the Scheme, the authorised share capital of TFL shall be Rs. 5,00,00,000/- (Rupees Five Crores only) divided into 50,00,000 (Fifty lakhs) equity shares of Rs. 10/- (Rupees Ten only) each. Clause 5 of the memorandum of association of TFL shall be altered as set out below, upon coming into effect of the Scheme and without any further act or deed:

"5. The Authorized Share Capital of the Company is Rs. 5,00,00,000/- (Rupees Five Crores only) divided into 50,00,000 (Fifty lakhs) equity shares of Rs. 10/- (Rupees Ten only) each"

- b) As an integral part of the Scheme, and upon coming into effect of the Scheme, the articles of association of the TFL shall stand amended and reinstated to replicate the articles of a listed company and in such form as the Board of the TFL may determine.

#### 18 MODIFICATION OR AMENDMENTS TO THE SCHEME

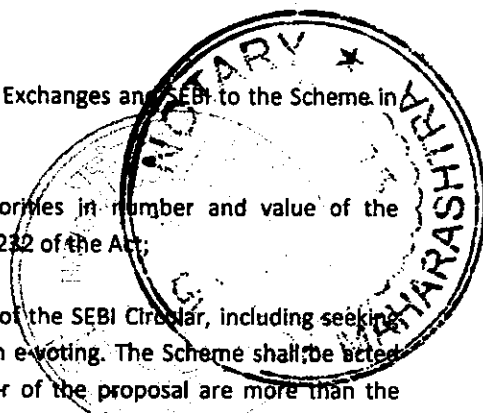
18.1 Subject to approval of NCLT, the shareholders of TIL and TFL, empowers their respective Boards of Directors or by a person authorized by the Board of Directors of the Companies, may assent to/make and/or consent to any modifications/amendments of any kind to the Scheme or to any conditions or limitations that the Tribunal, as the case may be, as applicable and/or any other authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events, and the Companies by their Board of Directors are hereby authorized to take such steps and do all such acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and resolve any doubts, difficulties or questions whether by reason of any orders of the NCLT or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or virtue of this Scheme and/or any matters concerning or connected therewith.

18.2 If any provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the respective Boards of Directors of TIL and TFL, affect the adoption or validity or interpretation of the other parts and/or provisions of this Scheme.

#### 19 CONDITIONALITY OF THE SCHEME

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

- 19.1 The requisite consents, no-objections and approvals of the Stock Exchanges and SEBI to the Scheme in terms of the SEBI Circular, on terms acceptable to TIL and TFL.
- 19.2 The approval of the Scheme by the respective requisite majorities in number and value of the shareholders of the Companies in accordance with section 230 to 232 of the Act;
- 19.3 TIL & TFL, as the case may be, complying with other provisions of the SEBI Circular, including seeking approval of the shareholders of the Demerged Company through e-voting. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders, of the Demerged Company against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;



**CERTIFIED TRUE COPY**

*Handwritten signature*

282

- 19.4 The Scheme being sanctioned by the Tribunal in terms of sections 230 to 232 and other relevant provisions of the Act and the requisite orders of the Tribunal and
- 19.5 Certified copies of the orders of the Tribunal sanctioning this Scheme being filed with the relevant Registrar of Companies by TIL and TFL as per the provisions of the Act.

**20 EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS**

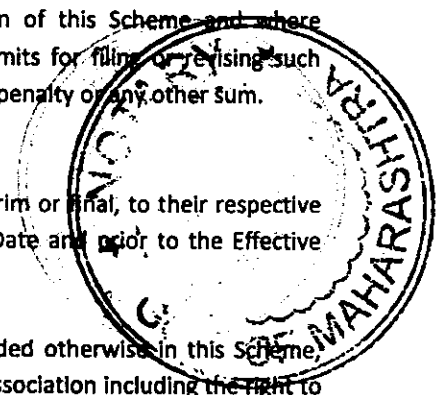
- 20.1 In the event any of the said sanctions and approvals referred to in clause 19 are not obtained, and/ or complied with, and/or satisfied, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder 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.
- 20.2 In the event of revocation under clause 20.1, no rights and liabilities whatsoever shall accrue to or be incurred inter se to TIL and TFL or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with Applicable Law and in such case, each company shall bear its own costs unless otherwise mutually agreed.
- 20.3 If any part of the Scheme is found to be infeasible or unworkable for any reason whatsoever, such infeasible or unworkable portion of the Scheme shall not affect the validity or implementation of the other parts and /or provisions of the Scheme.
- 20.4 The Board of Directors of TIL and TFL shall be entitled to withdraw this Scheme prior to the Effective Date for any reason (s) including, but not limited to, in case any condition or alteration imposed by Tribunal or any other authority is not on terms acceptable to them.

**21 WHEN THE SCHEME COMES INTO OPERATION**

- 21.1 It is clarified that the Scheme shall come into operation from the Appointed Date and shall become effective on and from the Effective Date in terms of the Scheme.
- 21.2 TIL and TFL shall carry on and shall be authorized to carry on, with effect from the Effective Date, the business pertaining to the TIL and TFL respectively. TIL and TFL is and shall always be deemed to have been authorized to execute any pleadings, applications, forms as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of the Scheme.
- 21.3 TIL and TFL shall be entitled to, amongst others, file / or revise its income tax returns, TDS/TCS returns, excise duty returns, GST returns, entry tax, cess, professional tax or any other statutory returns, if required, credit for advance tax paid, tax deducted at source, claim for sum prescribed under section 43B of the Income Tax Act on payment basis, claim for deduction of provisions written back by TIL and TFL previously disallowed in the hands of TIL and TFL (relating to the Film Division) respectively under the Income Tax Act, credit of foreign taxes paid / withheld, if any, pertaining to TIL and TFL (relating to the Film Division) as may be required consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum.

**22 DIVIDENDS**

- 22.1 TIL and TFL shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date.
- 22.2 The holders of the shares of TIL and TFL shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective articles of association including the right to receive dividends.



**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

*Handwritten signature*

283

22.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of TIL and/or TFL to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of Directors of TIL and TFL and subject to the approval of the shareholders of TIL and TFL respectively.

**23 COSTS, CHARGES AND EXPENSES**

All past, present and future costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of TIL and TFL, arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto, shall be borne by TIL and such expenses shall be entitled to be amortised in terms of Applicable Laws.

**24 BINDING EFFECT**

Upon this Scheme becoming effective it shall be binding on the TIL and TFL and, their respective shareholders, creditors and all other stakeholders.

**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

*Blasi*

COMPANY SECRETARY





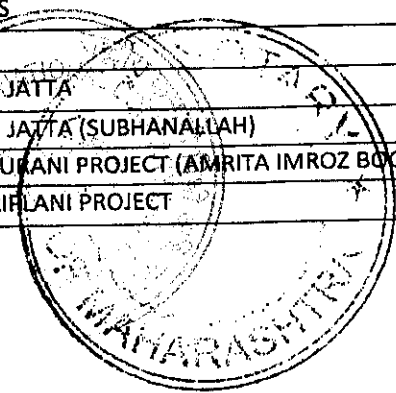
**ANNEXURE A**

**FILM ASSETS**

**LIST OF SCRIPTS**

<b>CURRENT SCRIPTS WITHIN LAST 5 YEARS</b>					
<b>-</b>	<b>SCRIPT NAME</b>	<b>LANGUAGE</b>	<b>WRITERS NAMES</b>	<b>DIRECTOR ASSOCIATED</b>	<b>PRODUCER</b>
1	AJAB PREM KI GHAZAB KAHANI 2	HINDI	YUNUS SAJAWAL, ANUKALP GOSWAMI, SACHIN KUMAR SINGH, FARHAD SAMJI		KUMAR TAURANI
2	FAFFEKUTTNA	PUNJABI	SURMEET MAAVI, SUKHWINDER SINGH	MANDEEP KUMAR	KUMAR TAURANI
3	GOODBYE	HINDI	GIRISH KOHLI	MANDEEP KUMAR	KUMAR TAURANI
4	KHUSH KHABRI	HINDI	GIRISH KOHLI	MANDEEP KUMAR	KUMAR TAURANI
5	EK MEHMAAN AANEWALA HAI	HINDI	GURJIT SINGH		RAMESH TAURANI
6	RUNNER	HINDI	PARVEEZ SHAIKH & JASMEET REEN		KUMAR TAURANI
7	SAAZ (MUSICAL)	HINDI	HIMESH RESHAMMIYA		RAMESH TAURANI
8	GAANA BAJAANA	HINDI	AADHAR KHURANA, AAKARSH KHURANA, SIDHARTH ROBERT KUMAR		KUMAR TAURANI
9	\$ 50K & A CALL GIRL - A LOVE STORY	HINDI	AAKARSH KHURANA		RAMESH TAURANI
10	ISHQ VISHK REBOUND / ISHQ VISHK 2	HINDI	AAKARSH KHURANA, VINAY CHHAWAL, VAISHALI NAIK		RAMESH TAURANI
11	FORTHCOMING FILM	HINDI	BABRIK GONI		RAMESH TAURANI
12	DUKAAN	HINDI	GARIMA WAHAL, SIDDHARTH SINGH		KUMAR TAURANI
13	FORTHCOMING FILM	HINDI	MANISH GUPTA		RAMESH TAURANI
14	FORTHCOMING FILM	HINDI	MANISH SRIVASTAVA		RAMESH TAURANI
15	FORTHCOMING FILM (GILL PROJECT)	HINDI	SAHIL SANGHA, JASMEET REEN		KUMAR TAURANI
16	FORTHCOMING FILM (OOSARAVELLI REMAKE)	HINDI	YUNUS SAJAWAL		RAMESH TAURANI
17	72 VIRGINS	HINDI	VINAY CHHAWAL, VIRAT BASOYA	MANDEEP KUMAR	KUMAR TAURANI
18	LOVERIA	HINDI	RISHI VIRMANI, VIPUL BINJOLA	MANDEEP KUMAR	KUMAR TAURANI
19	CARRY ON JATTA	HINDI	RAJAN AGARWAL, MILAP ZAVERI	MANDEEP KUMAR	KUMAR TAURANI
20	CARRY ON JATTA (SUBHANALLAH)	HINDI	RAJIV KAUL, PRAFUL PAREKH	SNEHA TAURANI	RAMESH TAURANI
21	SNEHA TAURANI PROJECT (AMRITA IMROZ BOOK)	HINDI	ISHITA MOITRA	PAVAN KRIPLANI	RAMESH TAURANI
22	PAVAN KRIPLANI PROJECT	HINDI			

284



SCRIPTS DATED MORE THAN 5 YEARS (5-15 YEARS)					
-	SCRIPT NAME	LANGUAGE	WRITERS NAMES	DIRECTOR ASSOCIATED	PRODUCER
23	SABLOK CLINIC	HINDI	SHREE NARAYAN SINGH	SHREE NARAYAN SINGH	RAMESH TAURANI
24	TIM TIMATI TARA (AGWAH VIVAH)	HINDI	ABHJEET SANDHU	MANDEEP KUMAR	KUMAR TAURANI
25	FORTHCOMING FILM	PUNJABI	DHEERAJ RATTAN		KUMAR TAURANI
26	FORTHCOMING FILM	HINDI	GARIMA WAHAL, SIDDHARTH SINGH		KUMAR TAURANI
27	MUMBAI ALIEN ATTACK	HINDI	KISHORE SADHWANI		
28	FORTHCOMING FILM	HINDI	MANOJ LALWANI		KUMAR TAURANI
29	BUDDY BUDDY BAATEIN	HINDI	MUNAF HASSAN		KUMAR TAURANI
30	FORTHCOMING FILM	HINDI	RAJAN AGARWAL		
31	FORTHCOMING FILM	HINDI	RUCHIKA ROY		
32	FORTHCOMING FILM	HINDI	SAI KABIR		RAMESH TAURANI
33	RACE 4	HINDI	SHIRAZ AHMED		KUMAR TAURANI
34	YADAV & JADHAV	HINDI	SHIRAZ AHMED		KUMAR TAURANI
35	TEESRI MANZIL	HINDI	SHIRAZ AHMED		KUMAR TAURANI
36	UNIVERSITY	HINDI	SHIRAZ AHMED	MANDEEP KUMAR	KUMAR TAURANI
37	ISHQ	HINDI	SUKHMANI SADANA		KUMAR TAURANI
38	45 DAYS	HINDI	RANJIT KAPUR		KUMAR TAURANI
39	MUSIC & LYRICS (SYNOPSIS)	HINDI	BABUL SUPRIYO		KUMAR TAURANI
40	KESHAV	HINDI	SHAILESH VERMA		KUMAR TAURANI
41	DIL DHOONDHTA HAI	HINDI	SURAJ SANIM, ISHITA MOITRA		KUMAR TAURANI
42	EK GHODA CHHE SAWAAR (WEB FILM)	HINDI	RANJIT KAPUR		KUMAR TAURANI
43	KABHI KABHI	HINDI	SAGAR PANDYA		KUMAR TAURANI
44	RAM AUR SHYAM	HINDI	MAYUR PURI, RAJAN AGARWAL		KUMAR TAURANI
45	JANGO, THARKI (WEB FILM)	HINDI	VARUN THAKUR	KEN GHOSH	KUMAR TAURANI



**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

*Devi*  
COMPANY SECRETARY

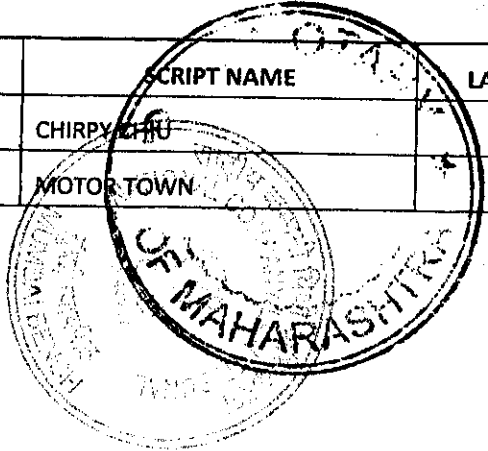
*285*

REMAKE RIGHTS						
	FILM NAME	ORIGINAL LANGUAGE	AGREEMENT DATE	RIGHTS WITH TIPS	TERM	TERRITORY
1	RAM AUR SHYAM (1967)	HINDI	4-APRIL-06	REMAKE RIGHTS IN HINDI LANGUAGE ONLY	PERPETUITY	WORLD
2	AMAR AKBAR ANTHONY (1977)	HINDI	14-APRIL-06	REMAKE RIGHTS ARE ASSIGNED IN ANY LANGUAGE (INCLUDING HINDI LANGUAGE)	25 YEARS FROM 14-April-06	WORLD
3	ARYA (2004)	TELUGU	2-APRIL-09 (LETTER FROM TIPS TO NARSIMHA PRODUCTIONS)  5-JUN-09 (LETTER FROM SK FILMS TO TIPS)	REMAKE RIGHTS IN ALL LANGUAGES (EXCEPT TAMIL, TELUGU, KANNADA & MALAYALAM) / LFA TO BE PREPARED  REMAKE RIGHTS IN HINDI LANGUAGE ONLY / LFA TO BE PREPARED	PERPETUITY	WORLD
4	SOURYAM (2008)	TELUGU	17-AUG-11	REMAKE RIGHTS IN ALL INDIAN LANGUAGES (EXCEPT TAMIL, TELUGU, KANNADA & MALAYALAM)	PERPETUITY	WORLD
5	DON SEENU (2010)	TELUGU	27-AUG-11	REMAKE RIGHTS IN ALL LANGUAGES (EXCEPT TAMIL, TELUGU, KANNADA & MALAYALAM)	PERPETUITY	WORLD
6	AYAAN (2009)	TAMIL	10-AUG-12	REMAKE RIGHTS IN HINDI LANGUAGE ONLY	PERPETUITY	WORLD
7	FARZ (1967)	HINDI	06-MAR-13	REMAKE RIGHTS FOR ALL LANGUAGES	PERPETUITY	WORLD
8	CARRY ON JATTA (2012)	PUNJABI	13-MAR-14	REMAKE RIGHTS IN HINDI LANGUAGE ONLY	PERPETUITY	WORLD
9	50K & A CALL GIRL - A LOVE STORY (2014)	ENGLISH	13-NOV-14	REMAKE RIGHTS IN HINDI LANGUAGE ONLY EXCLUSIVE RIGHT TO SUB-LICENSE REMAKE RIGHTS FOR OTHER INDIAN LANGUAGE VERSIONS	PERPETUITY	WORLD
10	NAPOLEON (2017)	TELUGU	18-MAR-19	REMAKE RIGHTS IN ALL WORLD LANGUAGES (EXCLUDING TAMIL, TELUGU, KANNADA AND MALAYALAM)	PERPETUITY	WORLD
11	OOSARAVELLI	TELUGU	31-AUG-20	REMAKE RIGHTS IN ALL INDIAN LANGUAGES (EXCLUDING TAMIL, TELUGU, KANNADA, MALAYALAM & BENGALI)	PERPETUITY	WORLD
12	AGENT SAI SRINIVASA ATHREYA	TELUGU		FINANCE TO NORTHERN LIGHTS LLP FOR REMAKE RIGHTS	PERPETUITY	WORLD
13	PURE SOUL	JAPANESE	16-APRIL-21	TV SERIES REMAKE RIGHTS	30-JUN-28	WORLD EXCEPT JAPAN

DUBBING RIGHTS						
-	FILM NAME	ORIGINAL LANGUAGE	AGREEMENT DATE	RIGHTS WITH TIPS	TERM	TERRITORY
1	SOURYAM (2008)	TELUGU	17-AUG-11	DUBBING RIGHTS OF ORIGINAL FILM IN ALL LANGUAGES (EXCEPT HINDI & ORIYA)	PERPETUITY	WORLD
2	DON SEENU (2010)	TELUGU	27-AUG-11	DUBBING RIGHTS OF ORIGINAL FILM IN ALL LANGUAGES (EXCEPT HINDI)	PERPETUITY	WORLD
3	NUVVOSTANANTE NENODDANTANA (2005) / MR. IDIOT	TELUGU	08-FEB-12	DUBBING RIGHTS OF ORIGINAL FILM IN HINDI LANGUAGE	25 YEARS FROM 08-DEC-11	WORLD
4	NAPOLEON (2017)	TELUGU	07-JAN-19	DUBBING RIGHTS IN HINDI LANGUAGE ONLY : INCLUDES THEATRICAL, SATELLITE, MUSIC & AUDIO VISUAL, HOME VIDEO RIGHTS	PERPETUITY	WORLD

BOOK RIGHTS						
-	BOOK NAME	AUTHOR NAME	AGREEMENT DATE	RIGHTS WITH TIPS	TERM	TERRITORY
1	MR. & MRS. JINNAH - THE MARRIAGE THAT SHOOK INDIA	SHEELA REDDY	03-OCT-20	EXCLUSIVE BOOK ADAPTATION RIGHTS TO MAKE INTO ONE OR MORE AUDIO VISUAL CONTENTS IN ALL LANGUAGES	PERPETUITY	WORLD
2	AMRITA IMROZ	UMA TRILOK	18-NOV-20	BOOK ADAPTATION RIGHTS TO MAKE INTO AUDIO VISUAL CONTENTS	PERPETUITY	WORLD

ANIMATION SERIES UNDER DEVELOPMENT				
-	SCRIPT NAME	LANGUAGE	WRITERS NAMES	FORMAT
1	CHIRPY CHIRU	HINDI	NIKHIL WARWADEKAR, SWEKSHA BHAGAT (ANANTA FILMS)	TV SERIES
2	MOTOR TOWN	HINDI	AMIT DEONDI	TV SERIES



**CERTIFIED TRUE COPY**

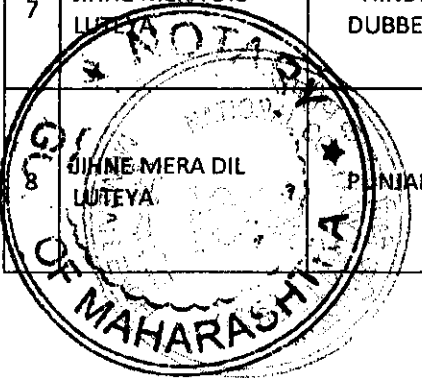
FOR TIPS INDUSTRIES LTD.

*[Signature]*  
COMPANY SECRETARY

287

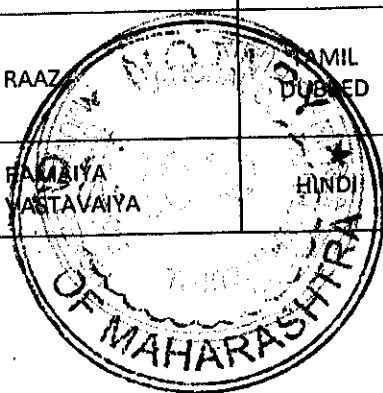
PART 2  
LIST OF FILMS

LIST OF FILMS UNDER TIPS INDUSTRIES LIMITED									
-	MOVIE	LANGUAGE	STAR CAST	DATE OF RELEASE	TERRITORIES	CURRENT STATUS / EXPIRY DATE OF THIRD PARTY TERM	CURRENTLY LICENSED TO PARTY	WORLD SATELLITE RIGHTS (AVAILABLE FROM)	DIGITAL SATELLITE RIGHTS (AVAILABLE FROM)
1	AMBARSARIYA	HINDI DUBBED	<i>Diljit Dosanjh, Navneet Kaur, Monica Gill &amp; others</i>	25-MAR-16	WORLD	OPEN	NA	OPEN	OPEN
2	AMBARSARIYA	PUNJABI	<i>Diljit Dosanjh, Navneet Kaur, Monica Gill &amp; others</i>	25-MAR-16	WORLD	OPEN	NA	OPEN	OPEN
3	DIL APNA PUNJABI	HINDI DUBBED	<i>Harbhajan Mann, Niroo Bajwa, Dara Singh, Kawaljeet, Deep Dilon</i>	01-SEP-06	WORLD	OPEN	NA	OPEN	OPEN
4	DIL APNA PUNJABI	PUNJABI	<i>Harbhajan Mann, Niroo Bajwa, Dara Singh, Kawaljeet, Deep Dilon</i>	01-SEP-06	WORLD	OPEN	NA	OPEN	OPEN
5	FOOTPATH	HINDI	<i>Aftab Shivdasani, Bipasha Basu, Emran Hashmi &amp; Others</i>	15-AUG-03	WORLD	OPEN	NA	OPEN	OPEN
6	JAYANTA BHAI KI LUV STORY	HINDI	<i>Vivek Oberoi, Neha Sharma &amp; Others</i>	13-FEB-13	WORLD	OPEN	NA	OPEN	OPEN
7	JIHNE MERA DIL LUTEYA	HINDI DUBBED	<i>Diljit Dosanjh, Gippy Grewal, Neeru Bajwa, Binnu Dhillon, Jaswinder Bhalla &amp; Others</i>	29-JUL-11	WORLD	OPEN	NA	OPEN	OPEN
	JIHNE MERA DIL LUTEYA	PUNJABI	<i>Diljit Dosanjh, Gippy Grewal, Neeru Bajwa, Binnu Dhillon, Jaswinder Bhalla &amp; Others</i>	29-JUL-11	WORLD	OPEN	NA	OPEN	OPEN



288

-	MOVIE	LANGUAGE	STAR CAST	DATE OF RELEASE	TERRITORIES	CURRENT STATUS / EXPIRY DATE OF THIRD PARTY TERM	CURRENTLY LICENSED TO PARTY	WORLD SATELLITE RIGHTS (AVAILABLE FROM)	DIGITAL SATELLITE RIGHTS (AVAILABLE FROM)
9	KAPTAAN	HINDI DUBBED	Gippy Grewal, Monica Gill, Karishma Kotak & Others	20-MAY-16	WORLD	OPEN	NA	OPEN	OPEN
10	KAPTAAN	PUNJABI	Gippy Grewal, Monica Gill, Karishma Kotak & Others	20-MAY-16	WORLD	OPEN	NA	OPEN	OPEN
11	LOVESHHUDA	HINDI	Girish Kumar, Navneet Kaur & Others	19-FEB-16	WORLD	OPEN	NA	OPEN	OPEN
12	MEL KARADE RABBA	HINDI DUBBED	Jimmy Shergil, Niroo Bajwa, Gippy Grewal & Others	16-JUL-10	WORLD	OPEN	NA	OPEN	OPEN
13	MEL KARADE RABBA	PUNJABI	Jimmy Shergil, Niroo Bajwa, Gippy Grewal & Others	16-JUL-10	WORLD	OPEN	NA	OPEN	OPEN
14	PHATA POSTER NIKHLA HERO	HINDI	Shahid Kapur, Illeana D'cruz & Others	20-SEP-13	WORLD	OPEN	NA	OPEN	OPEN
15	RAAZ	HINDI	Dino Morea, Bipasha Basu, Malini Sharma, Ashutosh Rana & Others	01-FEB-02	WORLD	OPEN	NA	OPEN	OPEN
16	RAAZ	TELUGU DUBBED	Dino Morea, Bipasha Basu, Malini Sharma, Ashutosh Rana & Others	01-FEB-02	WORLD	OPEN	NA	OPEN	OPEN
17	RAAZ	TAMIL DUBBED	Dino Morea, Bipasha Basu, Malini Sharma, Ashutosh Rana & Others	01-FEB-02	WORLD	OPEN	NA	OPEN	OPEN
18	FAMBIYA VASTAVAIYA	HINDI	Girish Kumar, Shruti Haasan, Prabhu Dheva & Others	19-JUL-13	WORLD	OPEN	NA	OPEN	OPEN

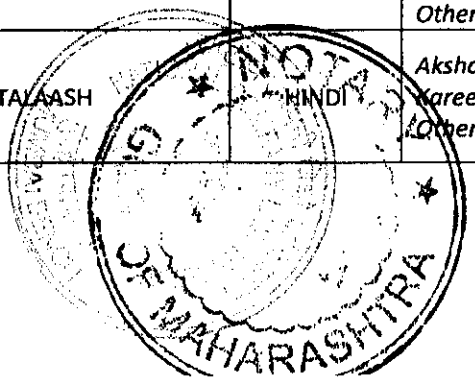


**CERTIFIED TRUE COPY**  
FOR TIPS INDUSTRIES LTD.

*B. Patel*  
COMPANY SECRETARY

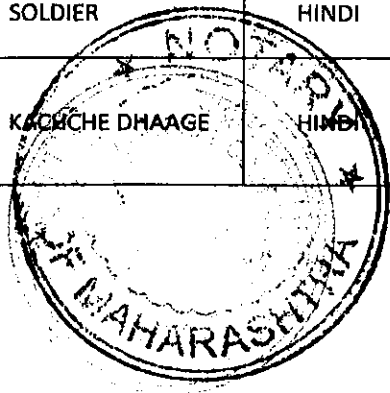
289

-	MOVIE	LANGUAGE	STAR CAST	DATE OF RELEASE	TERRITORIES	CURRENT STATUS / EXPIRY DATE OF THIRD PARTY TERM	CURRENTLY LICENSED TO PARTY	WORLD SATELLITE RIGHTS (AVAILABLE FROM)	DIGITAL SATELLITE RIGHTS (AVAILABLE FROM)
19	YAARANA	PUNJABI	Gavie Chahal, Geeta Zaildar, Yuvraj Hans	24-APR-15	WORLD	OPEN	NA	OPEN	OPEN
20	RACE 1	HINDI	Saif Ali Khan, Bipasha basu, Akshay Khanna, Katrina Kaif, Anil Kapoor, Sameera Reddy	21-MAR-08	WORLD	14-JAN-23	UTV/ DISNEY	15-JAN-23	15-JAN-23
21	KISMAT KONNECTION	HINDI	Shahid Kapur, Vidya Balan, Juhi Chawla, Om Puri, Boman Irani	18-JUL-08	WORLD	14-JAN-23	UTV/ DISNEY	15-JAN-23	15-JAN-23
22	TOH BAAT PAKKI	HINDI	Tabu, Sharman Joshi, Vatsal Sheth & Others	19-FEB-10	WORLD	03-FEB-26	HEERA LAXMI	04-FEB-26	04-FEB-26
23	AJAB PREM KI GHAZAB KAHANI	HINDI	Ranbir Kapoor, Katrina Kaif, Upen Patel, Darshan Jariwala & Others	06-NOV-09	WORLD	03-FEB-26	HEERA LAXMI	04-FEB-26	04-FEB-26
24	PRINCE	HINDI	Vivek Oberoi, Aruna Shields, Nandana Sen, Neeru Bajwa & Others	09-APR-10	WORLD	22-MAR-26	SHEMAROO	23-MAR-26	23-MAR-26
25	PRINCE	TAMIL DUBBED	Vivek Oberoi, Aruna Shields, Nandana Sen, Neeru Bajwa & Others	09-APR-10	WORLD	22-MAR-26	SHEMAROO	23-MAR-26	23-MAR-26
26	PRINCE	TELUGU DUBBED	Vivek Oberoi, Aruna Shields, Nandana Sen, Neeru Bajwa & Others	09-APR-10	WORLD	22-MAR-26	SHEMAROO	23-MAR-26	23-MAR-26
27	TAAASH	HINDI	Akshay Kumar, Kareena Kapoor & Others	30-NOV-12	INDIA, NEPAL, BHUTAN, SIKKIM, PAKISTAN BANGLADESH	14-JUL-26	SHEMAROO	15-JUL-26	15-JUL-26



260

	MOVIE	LANGUAGE	STAR CAST	DATE OF RELEASE	TERRITORIES	CURRENT STATUS / EXPIRY DATE OF THIRD PARTY TERM	CURRENTLY LICENSED TO PARTY	WORLD SATELLITE RIGHTS (AVAILABLE FROM)	DIGITAL SATELLITE RIGHTS (AVAILABLE FROM)
28	TERE NAAL LOVE HO GAYA	HINDI	Riteish Deshmukh, Genella, Om Puri & Others	24-FEB-12	WORLD	24-FEB-27	UTV/ DISNEY	25-FEB-27	25-FEB-27
29	RACE 2	HINDI	Saif Ali, John Abraham, Deepika Padokone, Jacqueline, Anil Kapoor, Amisha Patel & Others	25-JAN-13	WORLD	24-JAN-28	UTV/ DISNEY	25-JAN-28	25-JAN-28
30	NAQAAB	HINDI	Bobby Deol, Akshay Khanna, Urvashi Sharma & Others	13-JUL-07	WORLD	11-JUL-28	SHEMAROO	12-JUL-28	12-JUL-28
31	FIDA	HINDI	Shahid Kapoor, Fardeen Khan, Kareena Kapoor & Others	20-AUG-04	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
32	BEQABU	HINDI	Sanjay Kapoor, Mamta Kulkarni & Others	12-JAN-96	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
33	AUZAAR	HINDI	Salman Khan, Sanjay Kapoor, Shilpa Shetty & others	28-FEB-97	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
34	JAB PYAAR KISI SE HOTA HAI	HINDI	Salman Khan, Twinkle Khanna, Johnny Lever & others	22-MAY-98	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
35	SOLDIER	HINDI	Bobby Deol, Preity Zinta & Others	12-OCT-98	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
36	KACHHE DHAAGE	HINDI	Saif Ali Khan, Ajay Devgan, Manisha Koirala, Namrata Shirodkar & Others	19-FEB-99	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28



**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

*B. J. J.*  
COMPANY SECRETARY

291



-	MOVIE	LANGUAGE	STAR CAST	DATE OF RELEASE	TERRITORIES	CURRENT STATUS / EXPIRY DATE OF THIRD PARTY TERM	CURRENTLY LICENSED TO PARTY	WORLD SATELLITE RIGHTS (AVAILABLE FROM)	DIGITAL SATELLITE RIGHTS (AVAILABLE FROM)
37	KYA KEHNAI	HINDI	Saif Ali Khan, Chandrachur Singh, Preity Zinta & Others	19-MAY-00	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
38	KYA KEHNAI - RAA CHILKA	TELUGU DUBBED	Saif Ali Khan, Chandrachur Singh, Preity Zinta & Others	19-MAY-00	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
39	KUNWARA	HINDI	Govinda, Urmila Matondkar & Others	14-JUL-00	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
40	ALBELA	HINDI	Govinda, Aishwarya Rai, Namrata Shirodkar, Jackie Shroff & Others	20-APR-01	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
41	KYA YEHI PYAAR HAI	HINDI	Aftab Shivdasani, Amisha Patel & Others	22-MAR-02	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
42	THE LEGEND OF BHAGAT SINGH	HINDI	Ajay Devgan, Amrita Rao, Sushant Singh Sukhdev & Others	07-JUN-02	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
43	DIL HAI TUMHAARA	HINDI	Arjun Rampal, Jimmy Shergil, Preity Zinta, Mahima Chawdhary & Others	06-SEP-02	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
44	DIL KA RISHTA	HINDI	Arjun Rampal, Aishwarya Rai, Priyanshu & Others	17-JAN-03	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28
45	ISHQ VISHK	HINDI	Shahid Kapoor, Amrita Rao, Shenaz Treasurywala & Others	10-APR-03	WORLD	31-OCT-28	SHEMAROO	01-NOV-28	01-NOV-28



**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

*Pradeep*  
COMPANY SECRETARY

292

-	MOVIE	LANGUAGE	STAR CAST	DATE OF RELEASE	TERRITORIES	CURRENT STATUS / EXPIRY DATE OF THIRD PARTY TERM	CURRENTLY LICENSED TO PARTY	WORLD SATELLITE RIGHTS (AVAILABLE FROM)	DIGITAL SATELLITE RIGHTS (AVAILABLE FROM)
46	JEET	HINDI	<i>Sunny Deol, Salman Khan, Karisma Kapoor &amp; others</i>	23-AUG-96	ENTIRE WORLD EXCLUDING INDIA, NEPAL, BHUTAN, SIKKIM	31-JAN-30	SHEMAROO	01-FEB-30	01-FEB-30
47	KASAK	HINDI	<i>Lucky Ali, Mukesh Tiwari, Puneet Issar, Meera &amp; Others</i>	22-JUL-05	WORLD	30-APR-30	SHEMAROO	01-MAY-30	01-MAY-30
48	RAJA HINDUSTANI	HINDI	<i>Aamir Khan, Karisma Kapoor &amp; Others</i>	06-NOV-96	WORLD	31-OCT-30	CINEYUG	01-NOV-30	01-NOV-30
49	ENTERTAINMENT	HINDI	<i>Akshay Kumar, Tamanna Bhatia, Sonu Sood, Jahnnny Lever &amp; Others</i>	08-AUG-14	WORLD	07-NOV-34	PEN ENTERTAINMENT	08-NOV-34	08-NOV-34

LIST OF FILMS UNDER TIPS INDUSTRIES LIMITED THAT ARE CURRENTLY UNDER PRODUCTION				
-	MOVIE	LANGUAGE	STAR CAST	CURRENT STAUUS
51	HARI OM (SOULMATES)	HINDI/ENGLISH	<i>Vijay Raaz, Camille Natta, A. K Hangal &amp; Others</i>	UNRELEASED
52	BHOOT POLICE	HINDI	<i>Saif Ali Khan, Arjun Kapoor, Jacqueline, Yami Gautam &amp; Others</i>	UNDER PRODUCTION
53	MR. IDIOT (NUVVOSTANANTE NENNODANTANA)	HINDI DUBBED	<i>Siddharth, Trisha, Prakash Raj &amp; Others</i>	UNDER PRODUCTION
54	SOURYAM	BHOJPURI DUBBED	<i>Gopichand, Anushka Shetty &amp; Others</i>	UNDER PRODUCTION
55	SOURYAM	PUNJABI DUBBED	<i>Gopichand, Anushka Shetty &amp; Others</i>	UNDER PRODUCTION
56	DON SEENU	BHOJPURI DUBBED	<i>Ravi Teja, Shriya Saran, Mahesh Manjrekar &amp; Others</i>	UNDER PRODUCTION
57	DON SEENU	PUNJABI DUBBED	<i>Ravi Teja, Shriya Saran, Mahesh Manjrekar &amp; Others</i>	UNDER PRODUCTION
58	NAPOLEON	HINDI DUBBED	<i>Ravi Anand, Ravi Varma, Komali &amp; Others</i>	UNRELEASED
59	RISK TAKERS (RIGHTS ACQUIRED FOR SIDDESH SAMEER PANDEY)	HINDI/ENGLISH DOCUMENTARY	<i>Various</i>	UNDER PRODUCTION

LIST OF WEB SERIES THAT ARE CURRENTLY UNDER PRODUCTION				
-	MOVIE	LANGUAGE	STAR CAST	CURRENT STAUUS
60	BLACK OUT	HINDI	TBD	UNDER PRODUCTION

**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

COMPANY SECRETARY

293

**PART 3**  
**LIST OF CANCELLED FILMS**

<b>LIST OF FILMS UNDER TIPS INDUSTRIES LIMITED THAT ARE CANCELLED / WRITTEN OFF</b>						
-	MOVIE/ SCRIPT NAME	LANGUAGE	WRITERS NAMES	DIRECTOR ASSOCIATED	PRODUCER	WRITTEN OFF AS ON
1	DANCE	HINDI		AMIT ROY	RAMESH TAURANI	31-MAR-19
2	MARRIAGE MANTRA	HINDI	DEVENDRA PEM	HAROUN MIRZA	RAMESH TAURANI	31-MAR-20
3	ABHI/ ZAROORAT	HINDI	AAKARSH KHURANA, AADHAR KHURANA, ADHIR BHATT, SIDDHARTH KUMAR, HUSSAIN DALAL, JUNAID ALAM	MOHIT SURI	RAMESH TAURANI	31-MAR-20
4	FORTHCOMING FILM	HINDI	SAILESH DAVE	MOHIT SURI	RAMESH TAURANI	31-MAR-20
5	FORTHCOMING FILM	HINDI	GULZAR	SHOOJIT SIRCAR	RAMESH TAURANI	31-MAR-12
6	FORTHCOMING FILM	HINDI	HONEY IRANI		RAMESH TAURANI	31-MAR-10
7	FORTHCOMING FILM	HINDI	ILA ARUN		RAMESH TAURANI	31-MAR-11
8	FORTHCOMING FILM	HINDI	K SUBHASH		RAMESH TAURANI	31-MAR-20
9	FORTHCOMING FILM	HINDI	KAMAL PANDEY		RAMESH TAURANI	31-MAR-10
10	FORTHCOMING FILM	HINDI	KAMNA CHANDRA		RAMESH TAURANI	31-MAR-10
11	FORTHCOMING FILM	HINDI	K K RAINA		RAMESH TAURANI	31-MAR-10
12	FORTHCOMING FILM	HINDI	LALIT MAHAJAN, SANDEEP MAHAJAN		RAMESH TAURANI	31-MAR-10
13	CHAAR YAAR	HINDI	MILAP ZAVERI, TUSHAR HIRANANDANI		RAMESH TAURANI	31-MAR-10 & 01-MAR-12
14	FORTHCOMING FILM	HINDI	MOHD DARAB FAROOQUI (DIALOGUE WRITER RACE 2)		RAMESH TAURANI	31-MAR-14
15	FORTHCOMING FILM	HINDI	NEELIMA AZIM		RAMESH TAURANI	31-MAR-14
16	FORTHCOMING FILM	HINDI	PARITOSH PAINTER	KEN GHOSH	RAMESH TAURANI	31-MAR-14
17	FORTHCOMING FILM	HINDI	SALIM KHAN		RAMESH TAURANI	31-MAR-10
18	FORTHCOMING FILM	HINDI	SANAMJIT SINGH TALWAR (DIALOGUE WRITER RACE 2)		RAMESH TAURANI	31-MAR-14
19	FORTHCOMING FILM	HINDI	SANDEEP SHRIVASTAVA		RAMESH TAURANI	31-MAR-14
20	FORTHCOMING FILM	HINDI	SHIBANI BATHIJA		RAMESH TAURANI	31-MAR-20
21	FORTHCOMING FILM	HINDI	SHRIDHAR RAGHAVAN		RAMESH TAURANI	31-MAR-10 & 31-MAR-15
22	FORTHCOMING FILM	HINDI	SHYAM GOEL		RAMESH TAURANI	31-MAR-10
23	FORTHCOMING FILM	HINDI	SURESH NAIR		RAMESH TAURANI	31-MAR-13
24	FORTHCOMING FILM	HINDI	TANVEER BOOKWALA	KEN GHOSH	RAMESH TAURANI	31-MAR-20
25	DANCE	HINDI	TARUN MANSUKHANI	AMIT ROY	RAMESH TAURANI	31-MAR-19

295

~	MOVIE/ SCRIPT NAME	LANGUAGE	WRITERS NAMES	DIRECTOR ASSOCIATED	PRODUCER	WRITTEN OFF AS ON
26	LONDON COOLIE	HINDI	VIRENDRA SINHA		RAMESH TAURANI	31-MAR-10
27	TYCOON	HINDI	KUNDAN SHAH, NEERAJ VORA		RAMESH TAURANI	31-MAR-12
28	DACOIT	HINDI	ANJUM RAJABALI, ASHWINI MALIK		RAMESH TAURANI	31-MAR-15 & 31-03-2010
29	FORTHCOMING FILM	HINDI	ANJUM RAJABALI	SIDDHARTH RAJ ANAND	RAMESH TAURANI	31-MAR-2010
30	PROJECT AFTER LEGEND OF BHAGAT SINGH	HINDI	ANJUM RAJABALI		RAMESH TAURANI	31-MAR-2010
31	FORTHCOMING FILM	HINDI	ABBAS TYREWALA	SIDDHARTH ANAND	RAMESH TAURANI	31-MAR-20
32	FORTHCOMING FILM	HINDI	ANURADHA TIWARI	KEN GHOSH	RAMESH TAURANI	31-MAR-20
33	FORTHCOMING FILM	HINDI	ANURADHA TIWARI	MOHIT SURI	RAMESH TAURANI	31-MAR-20
34	FORTHCOMING FILM	HINDI	ANVITA DUTT	KEN GHOSH	RAMESH TAURANI	31-MAR-20
35	FORTHCOMING FILM	HINDI	ARSHAD SYED	HAROON MIRZA	RAMESH TAURANI	31-MAR-20
36	FORTHCOMING FILM	HINDI	ANKUR TEWARI		KUMAR TAURANI	31-MAR-14
37	FORTHCOMING FILM	HINDI	BHAVESH MANDALIYA		KUMAR TAURANI	31-MAR-14
38	TU HI RE	HINDI	BHOLU KHAN		KUMAR TAURANI	31-MAR-14
39	FORTHCOMING FILM	HINDI	DILIP SHUKLA		KUMAR TAURANI	31-MAR-11
40	FORTHCOMING FILM	HINDI	ELVIS D'SILVA		KUMAR TAURANI	31-MAR-15
41	FORTHCOMING FILM	HINDI	FAREEN A SHAIKH		KUMAR TAURANI	31-MAR-20
42	FORTHCOMING FILM	HINDI	JANKI KAVIRATNA		KUMAR TAURANI	31-MAR-11
43	FORTHCOMING FILM	HINDI	KAMLESH PANDEY		KUMAR TAURANI	31-MAR-13
44	FORTHCOMING FILM	HINDI	KIRAN KOTRIAL 2ND PROJECT KIRAN KOTRIAL FF		KUMAR TAURANI	31-MAR-20
45	FORTHCOMING FILM (SALMAN KHAN PROJECT)	HINDI	MUKESH K		KUMAR TAURANI	31-MAR-11
46	FORTHCOMING FILM	HINDI	NILAY UPADHYAY		KUMAR TAURANI	31-MAR-10
47	HERO HITLER (SATYAMEV JAYATE)	HINDI	PRAFUL PAREKH		KUMAR TAURANI	31-MAR-11
48	FORTHCOMING FILMS (3 FILMS)	HINDI	RAHUL SUD		KUMAR TAURANI	31-MAR-13
49	FORTHCOMING FILM	HINDI	RAJ SINHA		KUMAR TAURANI	01-MAR-09
50	FORTHCOMING FILM	HINDI	RAJEEV GOPALKRISHNAN		KUMAR TAURANI	01-MAR-12
51	FORTHCOMING FILM	HINDI	RAJKUMAR SANTOSHI		KUMAR TAURANI	31-MAR-10
52	FORTHCOMING FILM	HINDI	ROBIN BHATT		KUMAR TAURANI	31-MAR-10

29/3

-	MOVIE/ SCRIPT NAME	LANGUAGE	WRITERS NAMES	DIRECTOR ASSOCIATED	PRODUCER	WRITTEN OFF AS ON
53	FORTHCOMING FILM (PROD NO. 5)	HINDI	SAMEER MALHOTRA		KUMAR TAURANI	31-MAR-11
54	FORTHCOMING FILM	HINDI	SANTANU GUPTA		KUMAR TAURANI	01-MAR-10
55	FORTHCOMING FILM	HINDI	SANYUKTHA CHAWLA		KUMAR TAURANI	31-MAR-13
56	FORTHCOMING FILM	HINDI	SHAHEEN MUHAMMED		KUMAR TAURANI	31-MAR-20
57	FORTHCOMING FILM	HINDI	SOURABH RATNU		KUMAR TAURANI	01-MAR-12
58	FORTHCOMING FILM	HINDI	SUBRAT GUPTA		KUMAR TAURANI	31-MAR-10
59	FORTHCOMING FILM	HINDI	SUNIL MUNSHI		KUMAR TAURANI	31-MAR-13
60	FORTHCOMING FILMS (3 FILMS)	HINDI	TUSHAR HIRANANDANI	TUSHAR HIRANANDANI	KUMAR TAURANI	01-MAR-12
61	FORTHCOMING FILM	HINDI	UROOVAAK VORA		KUMAR TAURANI	31-MAR-20
62	FORTHCOMING FILM	HINDI	VINOD RANGANATHAN		KUMAR TAURANI	31-MAR-10
63	FORTHCOMING FILM	HINDI	VIPIN DHYANI, ARISH SHAIKH		KUMAR TAURANI	31-MAR-14
64	VARIOUS FORTHCOMING FILMS	HINDI	SHIRAZ AMED			31-MAR-16 & 31-SPET-2019
65	FORTHCOMING FILM	HINDI	ABHINAV KASHYAP		RAMESH TAURANI	01-MAR-12
66	FORTHCOMING FILM	HINDI	ANAND VARDHAN		RAMESH TAURANI	01-MAR-12
67	FORTHCOMING FILM	HINDI	ILA BEDI DUTTA		RAMESH TAURANI	31-MAR-20

**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

*P. H. H.*  
COMPANY SECRETARY

296



297

**ANNEXURE B**  
**MODES, MEDIA AND FORMATS**

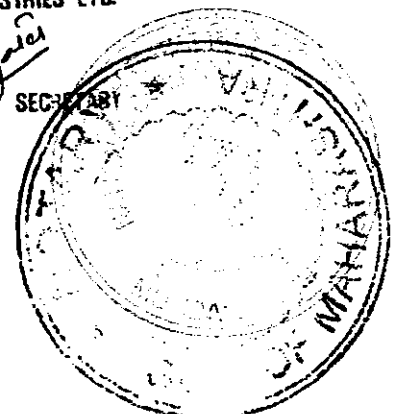
"Modes, Media and Formats" of exploitation of the Film Assets throughout the Term and Territory save and except for Excluded Rights shall include but not be limited to the following:

- (i) All television, video, satellite, internet, digital and cable rights and all other rights (including re-issue rights), for the purpose of exhibiting, broadcasting or exploiting in any manner whatsoever, by the use of any method and/or technology, in any and all languages and versions of the Territory (including dubbed, subtitled and narrated), in whatsoever manner;
- (ii) To use and incorporate the Film Assets in all or any formats including but not limited to 35 mm and all other sizes/formats of cinematograph film formats or digital video equivalents, photographs or digital equivalents, audio in any formats;
- (iii) non-theatrical, commercial, television including terrestrial television rights, public video, Pay TV rights, Free TV rights, satellite television rights (including MMDS, SMATV, DTH, SSL, XDSL, DBS, HITs, HDTV, FTA), cable television rights, Doordarshan, Prasad Bharti, linear/ non-linear DTH Rights, TV spin-off rights, linear transmission/ retransmission, pay per view rights (residential and non-residential), video on demand across all platforms (NVOD, SVOD, NMOD, FVOD, TVOD, AVOD, PPV) and downloads, streaming or other kind of data packet transfer technology through internet/broadband/IPTV/DTO (Download to Own), Download to Rent and Download to Hire platforms, EST (Electronic Sell Through), satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband, WAN), WAP/iMode and any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched, mobile broadcast technology, mobile communications technology, digital TV (including DBV-H, DBV-T, etc.), , commercial video rights, NSTV (non-standard television), website rights, new media rights, DDHE (digital delivery home entertainment), DTT (digital terrestrial television), Computer games rights, syndication rights, ancillary rights, festival rights, Institutional rights, educational rights, AR (augmented reality) rights, and VR (virtual reality) rights;
- (iv) All home entertainment devices including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videogram Rights, Embodying Rights, VHS, CDs, Blue Ray Discs, VCDs and DVDs, Discs, Diskettes, optical storage devices, other storage devices and/or any similar devices.
- (v) Television (including Smart TVs and other future variants), computing devices, handheld devices (mobile phones, tablets, notepads etc.), exploitation through Personal Video Players (PVPs), Personal Video Recorder, Digital Video Recorder, Digital TV, Optical Disc Burner or recorders or equivalent memory stick cartridges, Semi-Conductor chips in both standard and hi definition formats, Versatile Digital Discs, Optical Disc, Laser Disc, Video compact disc, Compact Disc, Disc players, Blue Ray, Personal computers, Set-top based games that are played in conjunction with a DVD, HD-DVD, HD, or any other mode of Video together with audio and the visuals accompanying them in the Film Assets in conjunction with audio and visuals accompanying the audio and songs of other programs/film(s)), Interactive television, Interactive Media, Telephone, Electric wires, Wireless, Chip, Satellite, DTH, DSL, ADSL, VDSL, SSL, DBS, Free download, Pay downloads in part or full, Animation, games, Reel, VHS, Video Cyberspace, Video Internet, Mobile, Computer hard drives, RAM devices (e.g. "Flash" or "Memory Stick" cards), Personal digital assistants ("PDAs"), Personal entertainment devices ("PEDs"), Wireless devices, Pay per View, Pay Telephone, Pay Video on Demand, all interactive games, mobile rights, publishing rights,;
- (vi) Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, Embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to public within aircrafts, Railways, Ships, boats, vessels, surface

**CERTIFIED TRUE COPY**

FOR TIPS INDUSTRIES LTD.

*[Signature]*  
COMPANY SECRETARY



transport and hotel and commercial establishment rights. Conversion and/or production and/or transmission in any format including but not limited to SD (standard definition), HD (High Definition), 2Dimensional, 3Dimensional, 4Dimensional or any other multidimensional, holographic or other formats;

298

- (vii) Exploitation of the Film Assets through the following modes and mediums: Physical; mechanical; magnetic; analog; optical; electric; electronic; wireless; intranet or local wireless; wireless telephony within the meaning of the Indian Telegraph Act; wireless broadcasting; terrestrial; satellite; cable; wired broadcast; landline telephony; mobile telephony and data services of any kind not limited to 2G, 3G, 4G, BWA, LTE; internet telephony; cyber; internet; streaming; webcasting; simulcasting; downloading; uploading; P to P; radio; television; biotechnological; nano-technological; nuclear; molecular. The Parties acknowledge that the terms "mode" and "medium" are not limited to any particular format or device, and that this assignment extends to and includes the right to exploit the works using all existing and future devices and formats employing the said modes and mediums and any other modes and mediums in use at the time of execution of this Deed.
- (viii) To produce, distribute and exploit prequels, sequels, remakes, games, adaptations, mobisodes, webisodes, plays, dramatic works, novels, television series, spin off series, films etc.;
- (ix) All modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.

Certified True Copy  
Date of Application: 08/03/2022  
Number of Pages: 34  
Fee Paid Rs. 170  
Applicant called for collection copy on 17/03/2022  
Copy prepared on 17/03/2022  
Copy issued on 17/03/2022

**CERTIFIED TRUE COPY**  
FOR TIPS INDUSTRIES LTD.  
*[Signature]*  
COMPANY SECRETARY

*[Signature]*  
Deputy Registrar  
National Company Law Tribunal, Mumbai Bench

