OFFER DOCUMENT DATED 11 APRIL 2019

THIS OFFER DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

The contents of this Offer Document have not been reviewed by any regulatory authority in any jurisdiction. You are advised to exercise caution in relation to the Partial Offer (as defined herein). If you are in any doubt about the Partial Offer or Offer Document, or as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

If you have sold or transferred all your issued and paid-up ordinary shares in the capital of the Company ("**Shares**") held through The Central Depository (Pte) Limited ("**CDP**"), you need not forward this Offer Document and the accompanying FAA (as defined herein) to the purchaser or transferee, as CDP will arrange for a separate Offer Document and FAA to be sent to the purchaser or transferee. If you have sold or transferred all your Shares not deposited with CDP, you should immediately hand this Offer Document and the accompanying FAT (as defined herein) to the purchaser or transferee or to the bank, stockbroker or agent through whom you effected the sale or transfer for onward transmission to the purchaser or transferee.

VOLUNTARY CONDITIONAL CASH PARTIAL OFFER

by

SAC CAPITAL PRIVATE LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration Number: 200401542N)

for and on behalf of

SMART ENTERTAINMENT PRIVATE LIMITED
(Incorporated in India)
(Company Registration Number: U67120UP1992PTC013974)

to acquire 1,482,387 issued and paid-up ordinary shares in the capital of

SEVAK LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration Number: 199304568R)

other than the shares held in treasury and the shares already owned, controlled or agreed to be acquired by the Offeror and parties acting in concert with it

SAC Capital Private Limited (the "**Financial Adviser**" or "**SAC Capital**") is acting for and on behalf of Smart Entertainment Private Limited (the "**Offeror**") in connection with the Partial Offer and does not purport to advise the shareholders of Sevak Limited (the "**Company**") and/or any other person. In preparing the letter to shareholders of the Company (the "**Shareholders**") for and on behalf of the Offeror, the Financial Adviser has not had regard to the general or specific investment objectives, tax position, risk profiles, financial situation or particular needs and constraints of any individual Shareholder.

The views and recommendation(s) of the Sevak Independent Directors (as defined herein) and the independent financial adviser to the Sevak Independent Directors on the Partial Offer will be made available to you in due course by the Company. You may wish to consider their views before taking any decision on the Partial Offer.

If the Partial Offer becomes or is declared to be unconditional in all respects, the total shareholding of the Offeror and the parties acting in concert with it in the Company will increase from approximately 38.49% to above 50.00% of the Shares (as defined herein) in issue (excluding Shares held in treasury) after the Closing Date (as defined herein). Accordingly, the Offeror and parties acting in concert with it will be able to exercise statutory control over the Company and will be free, subject to a six-month moratorium after the Closing Date, to acquire further Shares without incurring any obligation to make a general take-over offer for the Company.

The Singapore Exchange Securities Trading Limited assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Offer Document.

IMPORTANT DATE AND TIME:

VOTES AND ACCEPTANCES SHOULD BE RECEIVED BY THE CLOSE OF THE PARTIAL OFFER AT 5.30 P.M. (SINGAPORE TIME) ON 9 MAY 2019 OR SUCH LATER DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE OFFEROR (THE "CLOSING DATE").

The procedures for voting and acceptance of the Partial Offer are set out in **Appendix 2** to this Offer Document and in the accompanying FAA and/or FAT.

IMPORTANT NOTICE TO OVERSEAS SHAREHOLDERS

Overseas Shareholders

The availability of the Partial Offer to Offer Shareholders (as defined herein) whose addresses are outside Singapore as shown in the records of CDP or as shown on the Register (as defined herein), as the case may be (each, an "**Overseas Shareholder**"), may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions. For the avoidance of doubt, the Partial Offer is made to all Offer Shareholders, including those to whom this Offer Document, the FAA and the FAT have not been, or will not be sent, provided that this Offer Document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful and the Partial Offer is not being made into any jurisdiction in which the making or acceptance of the Partial Offer would not be in compliance with the laws of such jurisdiction. However, the Offeror may, in its sole discretion, take such action as it may deem necessary to extend the Partial Offer to Offer Shareholders in any such jurisdiction.

Overseas Jurisdictions

It is the responsibility of any Overseas Shareholder who wishes to accept the Partial Offer to satisfy himself as to the full observance of the laws of the relevant jurisdictions in that connection, including the obtaining of any governmental or other consent which may be required, or compliance with other necessary formalities or legal requirements. If any Offer Shareholder is in any doubt about his position, he should consult his professional adviser in the relevant jurisdiction. Overseas Shareholders should read **Section 18** of this Offer Document.

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DEFINITIONS

Except where the context otherwise requires, the following definitions apply throughout this Offer Document, the FAA and the FAT:

"**1H2019**"	:	The six months period ended 30 September 2018
"**9M2016**"	:	The nine months period ended 31 March 2016
"**ACRA**"	:	The Accounting and Corporate Regulatory Authority of Singapore
"**Business Day**"	:	A day (other than Saturday, Sunday or a public holiday) on which commercial banks are open for business in Singapore
"**CDP**"	:	The Central Depository (Pte) Limited
"**Closing Date**"	:	5.30 p.m. (Singapore time) on 9 May 2019, or such later date(s) as may be announced from time to time by or on behalf of the Offeror, being the last date and time for lodgement of votes on and/or acceptances of the Partial Offer
"**Code**"	:	The Singapore Code on Take-overs and Mergers
"**Companies Act**"	:	The Companies Act, Chapter 50 of Singapore
"**Company**" or "**Sevak**"	:	Sevak Limited
"**CPF**"	:	Central Provident Fund
"**CPF Agent Banks**"	:	Agent banks included under the CPFIS
"**CPFIS**"	:	CPF Investment Scheme
"**CPFIS Investors**"	:	Investors who have purchased Shares using their CPF contributions pursuant to the CPFIS

"**Date of Receipt**"	:	In the case of receipt by CDP, the date of receipt by CDP, for and on behalf of the Offeror, of the FAA or, in the case where such date of receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt falls on or before the Closing Date) In the case of receipt by the Share Registrar, the date of receipt by the Share Registrar, for and on behalf of the Offeror, of the FAT or, in the case where such date of receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt falls on or before the Closing Date)
"**Despatch Date**"	:	11 April 2019, being the date of despatch of this Offer Document
"**Distributions**"	:	Has the meaning ascribed to it in **Section 2.4(c)** of this Offer Document
"**Entitlement Notification Letter**"	:	Has the meaning ascribed to in **Paragraph 1.1** of **Appendix 2** to this Offer Document
"**Excess Shares**"	:	Has the meaning ascribed to it in **Section 7.2** of this Offer Document
"**FAA**"	:	Form of Acceptance and Authorisation for Offer Shares, which is applicable to Offer Shareholders whose Shares are deposited with CDP, and which forms part of this Offer Document
"**FAT**"	:	Form of Acceptance and Transfer for Offer Shares, which is applicable to Offer Shareholders whose Shares are registered in their own names on the Register, and which forms part of this Offer Document
"**Financial Adviser**" or "**SAC Capital**"	:	SAC Capital Private Limited, as the financial adviser to the Offeror in respect of the Partial Offer
"**FY**"	:	In the case of the Offeror, financial year ended 31 March. In the case of the Company, financial year ended 31 December
"**INR**" or "₹"	:	Indian Rupee
"**Last Trading Day**"	:	20 March 2019, being the last market day on which the Shares were traded on the SGX-ST prior to the Offer Announcement Date

"**Latest Practicable Date**"	:	4 April 2019, being the latest practicable date prior to the printing of this Offer Document
"**Listing Manual**"	:	The listing manual issued by the SGX-ST as amended, modified or supplemented from time to time
"**Market Day**"	:	A day on which the SGX-ST is open for trading of securities
"**Offer Announcement**"	:	The announcement of the Partial Offer released by the Financial Adviser, for and on behalf of the Offeror, on the Offer Announcement Date
"**Offer Announcement Date**"	:	21 March 2019, being the date of the Offer Announcement
"**Offer Conditions**"	:	Has the meaning ascribed to it in **Section 2.5** of this Offer Document
"**Offer Document**"	:	This document dated 11 April 2019 and any other document(s) which may be issued by or on behalf of the Offeror to amend, revise, supplement or update this Offer Document from time to time. References to "Offer Document" shall include the FAA and the FAT, unless the context otherwise requires
"**Offer Period**"	:	The period commencing from the Offer Announcement Date and ending on the Closing Date or the date which the Partial Offer is declared to have lapsed
"**Offer Price**"	:	S$4.00 in cash for each Offer Share
"**Offer Shareholders**"	:	Shareholders to which the Partial Offer relates, as more particularly defined in **Section 2.2** of this Offer Document
"**Offer Shares**"	:	Has the meaning ascribed to it in **Section 2.1** of this Offer Document
"**Offeror**" or "**Smart Entertainment**"	:	Smart Entertainment Private Limited
"**Offeror Shares**"	:	Has the meaning ascribed to it in **Section 2.7** of this Offer Document
"**Overseas Shareholders**"	:	Has the meaning ascribed to it in **Section 18.1** of this Offer Document

"**Partial Offer**"	:	The voluntary conditional cash partial offer made by the Financial Adviser, for and on behalf of the Offeror, to acquire 1,482,387 Shares as at the Record Date, other than the Shares held in treasury and the Shares already owned, controlled or agreed to be acquired by the Offeror and parties acting in concert with it as at such date, on the terms and subject to the conditions set out in this Offer Document, the FAA and/or the FAT
"**Record Date**"	:	5.00 p.m. (Singapore time) on 25 April 2019, being the 14th day before the Closing Date, on which the Transfer Books of the Company and the Register will be closed in order to determine the entitlements of the Offer Shareholders to the Partial Offer
"**Reference Period**"	:	The period from, and including, 21 September 2018 (being the six-month period immediately preceding the Offer Announcement Date) and ending on the Latest Practicable Date
"**Register**"	:	The register of holders of the Shares, as maintained by the Share Registrar
"**Relevant Acceptance Forms**"	:	FAA and/or FAT
"**Relevant Day**"	:	Has the meaning ascribed to it in **Paragraph 3.1** of **Appendix 1** to this Offer Document
"**Relevant Percentage**"	:	1,482,387 Offer Shares expressed as a percentage of the total Shares in issue (excluding Shares held in treasury) as at the Record Date less the Offeror Shares Based on the number of Offeror Shares and the Shares in issue (excluding Shares held in treasury) as at the Latest Practicable Date, the Relevant Percentage is 20.335% In the event that there is any change in the number of Shares in issue (excluding Shares held in treasury) between the Latest Practicable Date and the Record Date due to whatever reason, the Relevant Percentage may differ from 20.335%. Where such change occurs, the Offeror will announce the Relevant Percentage as at the Record Date via SGXNET

"**Relevant Percentage Offer Shares**"	:	The minimum entitlement of each Offer Shareholder, being the Relevant Percentage of the Shares held by him as at the Record Date, fractional entitlements to be disregarded. As an illustration, based on the number of Offeror Shares and the Shares in issue (excluding Shares held in treasury) as at the Latest Practicable Date, if an Offer Shareholder holds 1,000 Shares as at the Record Date, his Relevant Percentage Offer Shares is 203 Shares
"**Relevant Securities**"	:	Means collectively, any: (i) Shares; (ii) securities which carry voting rights in the Company; or (iii) convertible securities, warrants, options or derivatives in respect of such Shares or securities which carry voting rights in the Company
"**Scale-Back**"	:	Has the meaning ascribed to it in **Section 7.4** of this Offer Document
"**Securities Account**"	:	A securities account maintained by a Depositor with CDP, but does not include a securities sub-account
"**Sevak Independent Directors**"	:	The directors of the Company who are considered independent for the purpose of the Partial Offer
"**SFA**"	:	The Securities and Futures Act, Chapter 289 of Singapore
"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited
"**Shareholders**"	:	Persons who are holders of Shares in the Register and Depositors who have Shares entered against their names in the Depository Register
"**Share Registrar**"	:	Boardroom Corporate & Advisory Services Pte. Ltd.
"**Shares**"	:	Issued and paid-up ordinary shares in the capital of the Company
"**SIC**"	:	Securities Industry Council of Singapore
"**SRS**"	:	The Supplementary Retirement Scheme
"**SRS Agent Banks**"	:	Agent banks included under the SRS
"**SRS Investors**"	:	Investors who have purchased Shares pursuant to the SRS

"**VWAP**"	:	Volume weighted average price
"**%**" or "**per cent.**"	:	Per centum or percentage
"**S$**" and "**cents**"	:	Singapore dollars and cents respectively, being the lawful currency of the Republic of Singapore

Acting in Concert. The expressions "**acting in concert**" and "**associate**" shall have the meanings ascribed to them in the Code.

Announcement, Notice, etc. References to the making of an announcement or the giving of notice by the Offeror shall include the release of an announcement by the Financial Adviser or advertising agents, for and on behalf of the Offeror, to the press or the delivery of or transmission by telephone, telex, facsimile, SGXNET or otherwise of an announcement to the SGX-ST. An announcement made otherwise than to the SGX-ST shall be notified simultaneously to the SGX-ST.

Depositors. The expressions "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the meanings ascribed to "Depositor", "Depository Agent" and "Depository Register" respectively in the Companies Act.

Genders. Words importing the singular shall, where applicable, include the plural and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall, where applicable, include corporations.

Headings. The headings in this Offer Document are inserted for convenience only and shall be ignored construing this Offer Document.

Shares in issue. In this Offer Document, unless otherwise stated, all references to the Shares in issue shall be 11,851,225 Shares (excluding 1,165,205 Shares held in treasury) as at the Latest Practicable Date, based on a search conducted with ACRA on such date.

Subsidiary. The expression "**subsidiary**" shall have the meaning ascribed to it in the Companies Act.

Rounding. Any discrepancies in the tables in this Offer Document between the listed amounts and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Offer Document may not be an arithmetic aggregation of the figures that precede them.

Shareholders. References to "**you**", "**your**" and "**yours**" in this Offer Document are, as the context so determines, to Shareholders.

Statutes. Any reference in this Offer Document and the Relevant Acceptance Forms to any enactment or statutory provision is a reference to that enactment or statutory provision as for the time being amended, modified or re-enacted. Any word defined in the Companies Act, the Code, the Listing Manual, the SFA or any modification thereof and used in this Offer Document shall, where applicable, have the meaning assigned to that word under the Companies Act, the Code, the Listing Manual, the SFA or that modification thereof, as the case may be, unless the context otherwise requires.

Time and Date. Any reference to a time of day and date in this Offer Document and the Relevant Acceptance Forms shall be a reference to Singapore time and date, unless otherwise specified.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements other than statements of historical facts included in this Offer Document are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as "aim", "seek", "expect", "anticipate", "estimate", "believe", "intend", "project", "plan", "strategy", "forecast" and similar expressions or future or conditional verbs such as "will", "would", "should", "could", "may" and "might". These statements reflect the Offeror's current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results or outcomes may differ materially from those described in such forward-looking statements. Shareholders and investors of the Company and/or the Offeror should not place undue reliance on such forward-looking statements. Neither the Offeror nor the Financial Adviser guarantees any future performance or event or undertakes any obligation to update publicly or revise any forward-looking statements.

INDICATIVE TIMETABLE

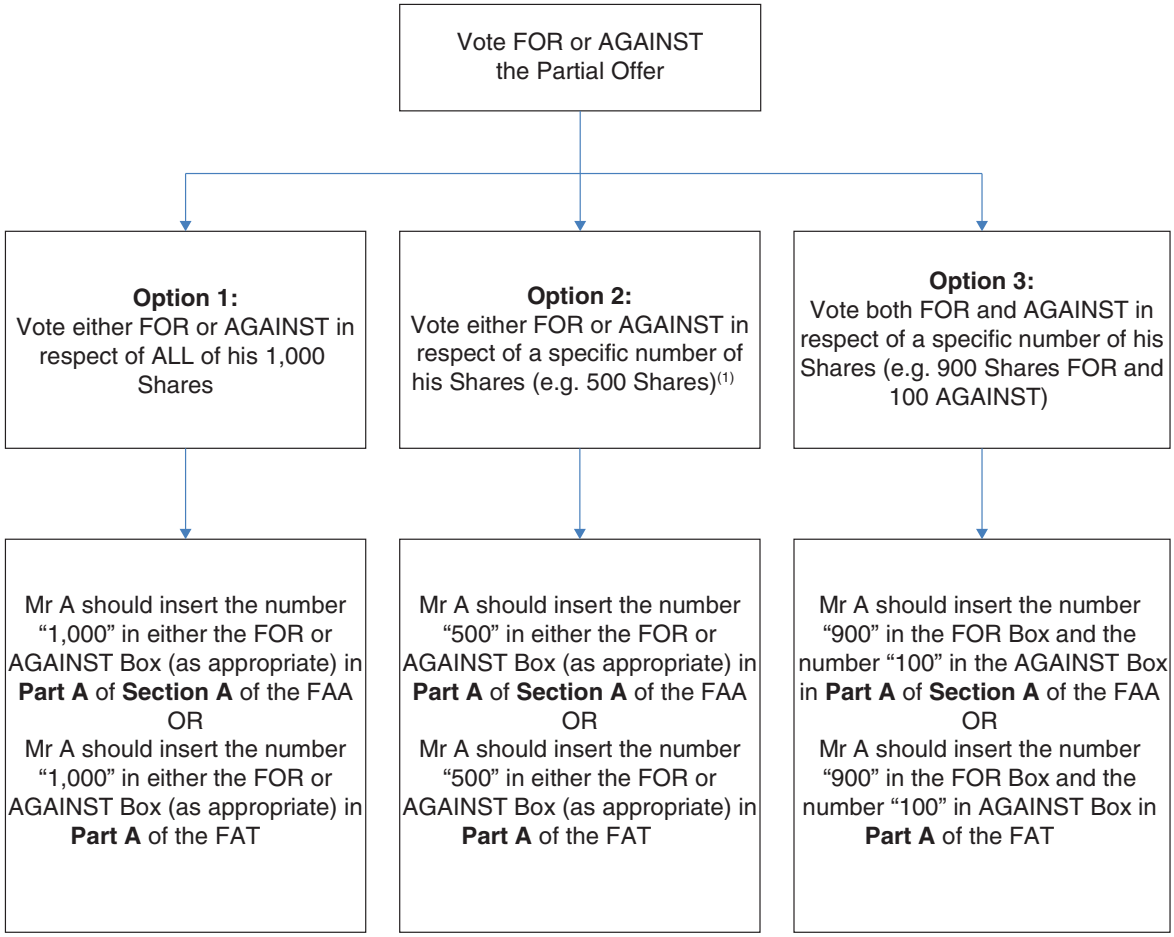
The following are the indicative dates and times for the Partial Offer:

EVENT		DATE
Despatch Date	:	11 April 2019
Record Date	:	5.00 p.m. (Singapore time) on 25 April 2019
Despatch of Entitlement Notification Letters	:	On or about 30 April 2019
Closing Date	:	5.30 p.m. (Singapore time) on 9 May 2019, or such later date(s) as may be announced from time to time by or on behalf of the Offeror, being the last date and time for the lodgement of votes on and/or acceptances of the Partial Offer
Settlement of consideration for Offer Shares acquired by the Offeror	:	Subject to the Partial Offer becoming or being declared unconditional in all respects, within seven (7) Business Days of the Closing Date

COURSES OF ACTION IN VOTING ON THE PARTIAL OFFER (FOR ILLUSTRATIVE PURPOSES ONLY)

ASSUME Mr A either has 1,000 Shares in his Securities Account or registered in his own name in the Register, as at the Record Date. Mr A can choose to vote FOR, vote AGAINST, or ABSTAIN from voting on the Partial Offer.

If Mr A chooses to vote on the Partial Offer, he must complete Part A of Section A of the FAA or Part A of the FAT.



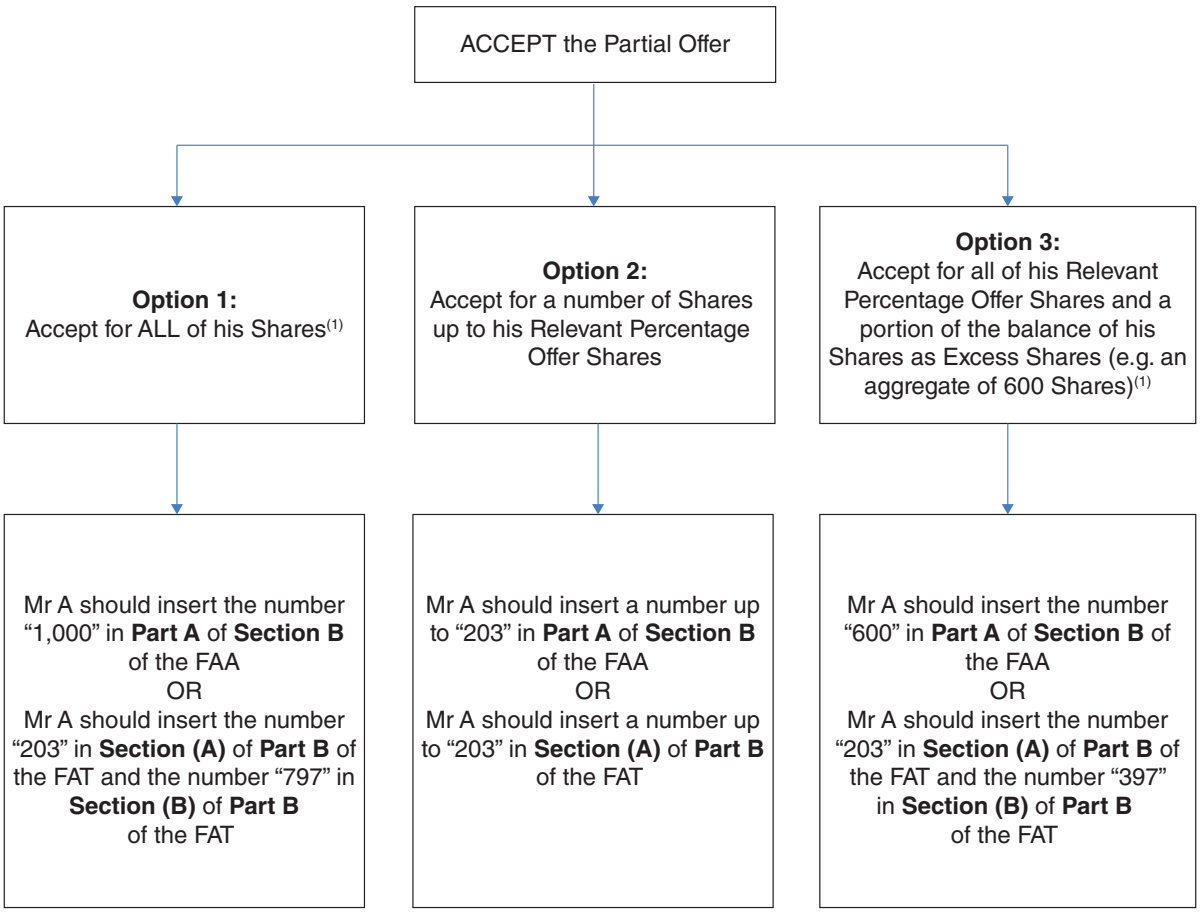
Note:

(1) In Option 2 above, Mr A will be regarded as having abstained from voting in respect of the balance of the Shares which are not inserted in either the FOR or AGAINST Box.

COURSES OF ACTION IN ACCEPTING THE PARTIAL OFFER (FOR ILLUSTRATIVE PURPOSES ONLY)

ASSUME Mr A either has 1,000 Shares in his Securities Account or registered in his own name in the Register, as at the Record Date and his **Relevant Percentage Offer Shares** is 203 Shares. Mr A can choose to ACCEPT the Partial Offer for all or part of his Shares, or not accept the Partial Offer.

If Mr A chooses to ACCEPT the Partial Offer in whole or in part, he must complete Part A of Section B of the FAA or Part B of the FAT.



Note:

(1) In Options 1 and 3 above, any Shares tendered in acceptance in excess of the Relevant Percentage Offer Shares will be subject to Scale-Back (as defined herein) in the manner set out in the FAA and/or the FAT and this Offer Document. An illustration of the Scale-Back is set out in **Paragraph 6** of **Appendix 1** to this Offer Document.

SAC CAPITAL PRIVATE LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration Number: 200401542N)

11 April 2019

To: The Shareholders of Sevak Limited

Dear Sir/Madam

VOLUNTARY CONDITIONAL CASH PARTIAL OFFER BY SAC CAPITAL PRIVATE LIMITED, FOR AND ON BEHALF OF SMART ENTERTAINMENT PRIVATE LIMITED, TO ACQUIRE THE OFFER SHARES

1. INTRODUCTION

1.1 Offer Announcement

On 21 March 2019, the Financial Adviser announced, for and on behalf of the Offeror, the intention of the Offeror to make the Partial Offer.

A copy of the Offer Announcement is available on the website of the SGX-ST at www.sgx.com.

1.2 Offer Document

This Offer Document contains the formal Partial Offer by the Financial Adviser, for and on behalf of the Offeror to acquire the Offer Shares, and shall be despatched to Offer Shareholders on the Despatch Date. Shareholders are urged to read this Offer Document carefully.

2. THE PARTIAL OFFER

2.1 Offer Shares

The Partial Offer will be made for 1,482,387 Shares, other than the Shares held in treasury and the Shares already owned, controlled or agreed to be acquired by the Offeror and the parties acting in concert with the Offeror (the "**Offer Shares**"), in accordance with Section 139 of the SFA and the Code.

The Offer Shares represent approximately 12.51% of the total issued Shares of the Company (excluding treasury Shares).

2.2 Offer Shareholders

The Partial Offer will be extended to all Shareholders as at the Record Date, other than the Offeror and parties acting in concert with it (the "**Offer Shareholders**").

2.3 Offer Price

The price for each Offer Share is as follows:

For each Offer Share: S$4.00 in cash (the "**Offer Price**")

The Offer Price is final. The Offeror does not intend to increase the Offer Price.

Therefore, in accordance with Rule 20.2 of the Code, the Offeror will not be allowed to subsequently amend the terms of the Partial Offer, including the Offer Price, in any way.

2.4 No Encumbrances

The Offer Shares will be acquired:

(a) fully paid;

(b) free from all claims, liens, equities, mortgages, charges, encumbrances, hypothecations, retention of title, power of sale, options, rights of pre-emption, rights of first refusal or other third party rights or interests of any nature whatsoever; and

(c) together with all rights, benefits, entitlements and advantages attached thereto as at the Offer Announcement Date and hereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, other distributions and/or return of capital (collectively, the "**Distributions**") (if any) which may be announced, declared, paid or made by the Company on or after the Offer Announcement Date.

If any such Distributions is or has been announced, declared, paid or made by the Company in respect of the Offer Shares on or after the Offer Announcement Date, the Offeror reserves the right to reduce the Offer Price to a Shareholder who validly accepts or has validly accepted the Partial Offer by the amount of such Distributions. Accordingly, in the event the Partial Offer turns unconditional and:

(i) if the settlement date in respect of the Offer Shares accepted pursuant to the Partial Offer falls on or before the books closure date for the determination of entitlement to any such Distributions (if any) (the "**Dividend Book Closure Date**"), the Offer Price shall remain unadjusted for each Offer Share, as the Offeror will receive the Distributions in respect of such Offer Share from the Company; and

(ii) if the settlement date in respect of the Offer Shares accepted pursuant to the Partial Offer falls after the Dividend Book Closure Date, the Offer Price for each Offer Share shall be reduced by an amount which is equal to the amount of the Distributions in respect of each Offer Share, as the Offeror will not receive the Distributions in respect of such Offer Share from the Company.

2.5 Conditions of the Partial Offer

The Partial Offer will be subject to the following conditions (the "**Offer Conditions**"):

(a) the Offeror having received, by the Closing Date, approval of the Partial Offer by the Offer Shareholders representing more than 50.00% of the valid votes received from the Offer Shareholders (the Offeror, parties acting in concert with it and their respective associates shall abstain from voting); and

(b) the Offeror having received, by the Closing Date, valid acceptances in respect of not less than 1,482,387 Offer Shares which, taken together with the Shares owned, controlled or agreed to be acquired by the Offeror and parties acting in concert with the Offeror, will result in the Offeror and parties acting in concert with it holding in aggregate 51.00% of the Shares in issue (excluding treasury Shares) as at the close of the Partial Offer, assuming that there are no changes to the total issued Shares of the Company between the Offer Announcement Date and the close of the Partial Offer.

The Partial Offer will be unconditional in all other respects.

2.6 Rights or Options

As at the Latest Practicable Date, based on publicly available information, the Company does not have any outstanding instruments convertible into, rights to subscribe for, nor options (whether pursuant to an employee share option scheme or otherwise) in respect of, securities which carry voting rights of the Company.

2.7 Aggregate Holding

As at the Latest Practicable Date, the Offeror does not own any Shares. As at the Latest Practicable Date, based on responses received pursuant to enquiries that the Offeror has made, the Offeror and the parties acting in concert with it owns an aggregate of 4,561,773 Shares (the "**Offeror Shares**"), representing approximately 38.49%[1] of the Shares in issue (excluding treasury Shares), details of which are set out in **Appendix 5** to this Offer Document.

3. SIC APPROVAL

3.1 On 23 November 2018, the SIC granted its consent to the making of the Partial Offer in accordance with Rules 16.1 and 16.4 of the Code, subject to the applicable conditions under Rule 16.4 of the Code.

3.2 The applicable requirements of Rule 16.4 of the Code are as follows:

(a) the Partial Offer is not a mandatory offer under Rule 14 of the Code;

(b) the Offeror confirms and undertakes in its application for consent that it and its concert parties did not and will not acquire any voting shares (excluding voting shares acquired by the Offeror and its concert parties via a rights issue and/or bonus issue without increasing their aggregate percentage shareholdings) in the Company:

(i) in the six months prior to the Offer Announcement Date (and confirms this fact in the Offer Announcement);

(ii) in the period between submitting the application for the SIC's consent and the making of the Partial Offer;

(iii) during the Offer Period (except pursuant to the Partial Offer); and

(iv) during a period of six months after the Closing Date, if the Partial Offer becomes unconditional as to acceptances;

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[1] Based on 11,851,225 Shares (excluding 1,165,205 treasury Shares) in issue as at the Latest Practicable Date.

(c) the Partial Offer is conditional, not only on the specified number or percentage of acceptances being received, but also on approval by the Shareholders. The Offeror, parties acting in concert with it and their associates are not allowed to vote on the Partial Offer. Voting should be:

(i) if a general meeting is convened, by way of a poll on a separate ordinary resolution on the Partial Offer. The Partial Offer must be approved by Shareholders (present and voting either in person or by proxy) of more than 50.00% of the votes cast; or

(ii) if it is on the form of acceptance for the Partial Offer, in a separate box with the number of voting shares indicated. The Partial Offer must be approved by Shareholders of more than 50.00% of the votes received. Upon the close of the Partial Offer, the receiving agent must confirm in writing to the SIC that it has done the necessary checks and verification to ensure that votes (if any) cast by Shareholders not allowed to vote, are disregarded and excluded for the purpose of determining shareholders' approval for the Partial Offer;

(d) arrangements are made with the SGX-ST prior to the posting of the Offer Document to provide a temporary trading counter to trade odd-lots in the Shares after the close of the Partial Offer. Such counter should be open for a reasonable period of time, which in any case should not be shorter than one month;

(e) the Offer Document contains a specific and prominent statement to the effect that if the Partial Offer succeeds, the Offeror will be able to exercise statutory control over the Company and that the Offeror and its concert parties will be free, subject to the six-month period in **Section 3.2(b)(iv)** above, to acquire further shares without incurring any obligation to make a general offer;

(f) the Partial Offer is made to all Shareholders of the class and arrangements are made for those Shareholders who wish to accept in full for the relevant percentage of their holdings. Shares tendered in excess of this percentage should be accepted by the Offeror from each Shareholder in the same proportion as the number tendered to the extent necessary to enable the Offeror to obtain the relevant number of Offer Shares. The Offeror should arrange its acceptance procedure to minimise the number of new odd-lot shareholdings;

(g) if the Company has more than one class of equity share capital, a comparable offer is made for each other class;

(h) an appropriate Partial Offer is made for outstanding instruments convertible into, rights to subscribe for, and options in respect of, securities which carry voting rights. In addition, the Partial Offer must be extended to holders of newly issued Shares arising from the exercise of such instruments, subscription rights or options during the Offer Period; and

(i) the precise number of Shares, percentage or proportion offered is stated, and the offer may not be declared unconditional as to acceptances unless acceptances are received for not less than that number, percentage or proportion.

3.3 In connection with the condition set out in **Section 3.2(b)** of this Offer Document, the Offeror has confirmed and provided the relevant undertaking to the SIC.

3.4 Ms Chada Anitha Reddy ("**Ms Chada**") is concurrently a concert party of the Offeror and a Non-Executive Non-Independent Director of the Company and she faces a conflict of interest in relation to the Partial Offer. The SIC has further exempted Ms Chada from making a recommendation to Shareholders in respect of the Partial Offer. Ms Chada must, however, still assume responsibility for the accuracy of the facts stated or opinions expressed in the documents and advertisements issued by, or on behalf of, the Company in connection with the Partial Offer.

4. RECORD DATE

The Transfer Books of the Company and the Register will be closed as at the Record Date, 25 April 2019, being the 14th day before the Closing Date, for the purposes of determining the entitlements of Offer Shareholders to the Partial Offer.

Each Offer Shareholder may only vote on and/or accept the Partial Offer in respect of the number of Shares held by him as at the Record Date. An Offer Shareholder who is a Depositor and wishes to vote on and/or accept the Partial Offer must ensure that there are Shares held in his Securities Account as at the Record Date. An Offer Shareholder who is not a Depositor and wishes to accept the Partial Offer must ensure that there are Shares registered in his name on the Register as at the Record Date.

5. WARRANTY

An Offer Shareholder who tenders his Shares in acceptance of the Partial Offer will be deemed to warrant that he sells such Shares as or on behalf of the beneficial owner(s) thereof, (a) fully paid, (b) free from all claims, liens, equities, mortgages, charges, encumbrances, hypothecations, retention of title, power of sale, options, rights of pre-emption, rights of first refusal or any other third party rights or interests of any nature whatsoever and (c) together with all rights, benefits, entitlements and advantages attached thereto as at the Offer Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all Distributions (if any) which may be announced, declared, paid or made by the Company on or after the Offer Announcement Date. Accordingly, in the event the Partial Offer turns unconditional and:

(i) if the settlement date in respect of the Offer Shares accepted pursuant to the Partial Offer falls on or before the Dividend Book Closure Date, the Offer Price shall remain unadjusted for each Offer Share, as the Offeror will receive the Distributions in respect of such Offer Share from the Company; and

(ii) if the settlement date in respect of the Offer Shares accepted pursuant to the Partial Offer falls after the Dividend Book Closure Date, the Offer Price for each Offer Share shall be reduced by an amount which is equal to the amount of the Distributions in respect of each Offer Share, as the Offeror will not receive the Distributions in respect of such Offer Share from the Company.

6. DETAILS OF THE PARTIAL OFFER

Appendix 1 to this Offer Document sets out further details on (a) the duration of the Partial Offer, (b) the settlement of the consideration for the Partial Offer, (c) the requirements relating to the announcement of level of acceptances of the Partial Offer, (d) the right of withdrawal of acceptances of the Partial Offer, (e) the Relevant Percentage computation and (f) the determination of the Scale-Back.

7. VOTING AND ACCEPTANCE OF THE PARTIAL OFFER

7.1 Acceptance of Partial Offer

An Offer Shareholder may accept fully or partially or decline the Partial Offer in respect of his Shares. The minimum entitlement of each Offer Shareholder shall be determined with reference to the Relevant Percentage as at the Record Date. An illustration of the calculation of the Relevant Percentage and the Relevant Percentage Offer Shares is set out in **Paragraph 5** of **Appendix 1** to this Offer Document. An Offer Shareholder may tender for acceptance under the Partial Offer for (a) any or all of the Relevant Percentage Offer Shares held by him as at the Record Date (fractional entitlements to be disregarded) and (b) any Excess Shares (as defined below). This entitlement is not transferable.

Offer Shareholders who wish to accept the Partial Offer in respect of all or any of their Shares should do so by completing the FAA (if the Offer Shareholder is a Depositor) and/or the FAT (if the Offer Shareholder's Shares are registered in his own name on the Register) (as the case may be) in accordance with the procedures set out in **Appendix 2** to this Offer Document and the instructions printed on the FAA and/or the FAT, and delivering the duly completed and signed original FAA and/or FAT to Smart Entertainment Private Limited c/o The Central Depository (Pte) Limited or Smart Entertainment Private Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd. (as the case may be), in each case **to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date**.

A person who becomes a Shareholder after the Record Date, as a result of a purchase or transfer of Shares, shall not be entitled to tender his Shares for the purposes of accepting the Partial Offer.

7.2 Excess Shares

An Offer Shareholder may, in addition to his Relevant Percentage Offer Shares, tender further Shares held as at the Record Date in excess of his Relevant Percentage Offer Shares (the "**Excess Shares**") for acceptance under the Partial Offer in the event that any one or more Offer Shareholders do not accept their full entitlement of their respective Relevant Percentage Offer Shares.

7.3 Voting on the Partial Offer

An Offer Shareholder may approve, reject or abstain from voting on the Partial Offer. Offer Shareholders may vote in respect of all or any number of Shares held by them as at the Record Date for or against the Partial Offer, whether or not they wish to accept the Partial Offer.

Offer Shareholders who wish to (a) sell their Shares by accepting the Partial Offer or (b) support the Partial Offer but wish to retain their Shares may wish to vote in favour of the Partial Offer by completing the appropriate section in the FAA and/or FAT (as the case may be) in accordance with the procedures set out in **Appendix 2** to this Offer Document and the instructions printed on the FAA and/or the FAT, and delivering the duly completed and signed original FAA and/or FAT to Smart Entertainment Private Limited c/o The Central Depository (Pte) Limited or Smart Entertainment Private Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd. (as the case may be), in each case **to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date**. Offer Shareholders who do not wish to approve the Partial Offer may abstain from voting on or vote against the Partial Offer.

Accepting Offer Shareholders should note that the Partial Offer will not become or be capable of being declared unconditional unless the Offeror has received by 5.30 p.m. (Singapore time) on the Closing Date, approval of the Partial Offer by Offer Shareholders representing more than 50.00% of the valid votes received.

An Offer Shareholder may vote on the Partial Offer only in respect of all or any number of Shares held by him as at the Record Date. An Offer Shareholder may not vote on the Partial Offer in respect of Shares acquired after the Record Date, whether as a result of a purchase or transfer of Shares.

7.4 Meeting of Acceptances by Offeror

Under the terms of the Partial Offer, the Offeror is permitted to acquire only the Offer Shares (as stated in **Section 2.1** above) and is not permitted to acquire any additional Shares which may be tendered for acceptance under the Partial Offer. In the event the aggregate number of Relevant Percentage Offer Shares accepted and Excess Shares tendered for acceptance under the Partial Offer exceeds the number of Offer Shares (as stated in **Section 2.1** above), the Excess Shares tendered will be accepted on a pro-rata basis (the "**Scale-Back**") up to the number which, when aggregated with the number of Relevant Percentage Offer Shares accepted, will equal the number of Offer Shares (but in a manner which minimises the number of new odd-lot shareholdings as the directors of the Offeror may in their absolute discretion deem fit in the interest of the Offeror), provided that any one or more of the Offer Shareholders do not accept their full entitlement of their respective Relevant Percentage Offer Shares and the Partial Offer becomes unconditional in all respects. An illustration of the Scale-Back is set out in **Paragraph 6** of **Appendix 1** to this Offer Document.

7.5 Timing for Acceptance and Voting

An Offer Shareholder may tender Shares for acceptance under the Partial Offer and votes on the Partial Offer at the same time or at separate times but provided that such acceptance and/or votes must be received by Smart Entertainment Private Limited c/o The Central Depository (Pte) Limited or Smart Entertainment Private Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd. (as the case may be), in each case to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date in accordance with the procedures set out in **Appendix 2** to this Offer Document and the instructions printed on the FAA and/or the FAT (as the case may be).

7.6 Settlement

Subject to the Partial Offer becoming unconditional in all respects, settlement of the consideration for the Offer Shares acquired by the Offeror will be made within seven (7) Business Days of the Closing Date.

Appendix 2 to this Offer Document sets out further details on the procedures for voting and acceptance of the Partial Offer.

8. EFFECTS OF A SUCCESSFUL PARTIAL OFFER

If the Partial Offer becomes or is declared to be unconditional in all respects, and assuming that there are no changes to the total issued Shares of the Company between the Latest Practicable Date and the close of the Partial Offer, the acquisition of the Offer Shares pursuant to the Partial Offer, when taken together with the Offeror Shares, will result in:

(a) the Offeror holding 1,482,387 Shares, which would represent approximately 12.51% of the total issued Shares of the Company (excluding treasury Shares) at the close of the Partial Offer; and

(b) the Offeror and its concert parties holding in aggregate 6,044,160 Shares, which would represent approximately 51.00% of the total issued Shares of the Company (excluding treasury Shares) at the close of the Partial Offer.

Accordingly, the Offeror and parties acting in concert with it will be able to exercise statutory control over the Company and will be free, subject to a six-month moratorium after the Closing Date, to acquire further Shares without incurring any obligation to make a general take-over offer for the Company.

9. INFORMATION ON THE OFFEROR

Appendix 3 to this Offer Document set out information on the Offeror.

10. INFORMATION ON THE COMPANY

The Company was incorporated in Singapore on 15 July 1993 and has been listed on the Main Board of the SGX-ST since 1999 under the name, "Spice i2i Limited". The Company subsequently changed its name to "S i2i Limited" in 2011 and to "Sevak Limited" with effect from 17 July 2018. The core businesses of the Company and its subsidiaries are distribution of operator products and distribution services, Information Communications and Technology (ICT) distribution and managed services, and mobile devices retail business. The Company has also since the later part of FY2016, through its subsidiary, ventured into the business of operating a fleet of battery electric vehicles for passenger land transport.

Appendix 4 to this Offer Document sets out certain additional information on the Company.

11. RATIONALE FOR THE PARTIAL OFFER

The Partial Offer is made by the Offeror to increase the shareholdings of the Offeror and its concert parties in the Company to more than 50.00% so as to allow them to acquire statutory control of the Company and which will enable the Offeror and its concert parties to better control or influence the business or the future plans of the Company.

The Partial Offer represents an opportunity for Shareholders to realise part of their investment in the Company, while continuing to participate in the future performance of the Company.

12. THE OFFEROR'S INTENTIONS FOR THE COMPANY

12.1 It is the intention of the Offeror that the Company continues to carry on and grow its existing operations and businesses. Other than in the ordinary course of business of the Company, the Offeror presently has no intention to introduce any major changes to the businesses of the Company, redeploy the fixed assets of the Company or discontinue the employment of the employees of the Company and its subsidiaries. However, the Offeror retains the flexibility at any time to consider any options available in relation to the Company which it may regard to be in the interest of the Company.

12.2 Listing Status

Under Rule 1105 of the Listing Manual, where a take-over offer is made for the securities of a company, upon the announcement by the Offeror that acceptances have been received that bring the holdings owned by it and parties acting in concert with it to be above 90.00% of the total number of issued Shares (excluding treasury Shares), the SGX-ST may suspend the trading of such securities until such time when the SGX-ST is satisfied that at least 10.00% of the total number of issued Shares (excluding treasury Shares) are held by at least 500 shareholders who are members of the public. Rule 1303(1) of the Listing Manual provides that where the Offeror succeeds in garnering acceptances exceeding 90.00% of the total number of Shares (excluding treasury Shares), thus causing the percentage of the total number of Shares (excluding treasury Shares) held in public hands to fall below 10.00%, the SGX-ST will suspend the trading of the Shares at the close of the Partial Offer.

In addition, under Rule 724(1) of the Listing Manual, if the percentage of the Shares held in public hands falls below 10.00%, the Company must, as soon as practicable, announce that fact and the SGX-ST may suspend trading of all the Shares. Rule 724(2) of the Listing Manual states that the SGX-ST may allow the Company a period of three months, or such longer period as the SGX-ST may agree, to raise the percentage of Shares in public hands to at least 10.00%, failing which the Company may be removed from the official list of SGX-ST.

As the Partial Offer is made for the Offer Shares, which, if successful, will result in the Offeror and parties acting in concert with the Offeror holding in aggregate 51.00% of the Shares in issue (excluding treasury Shares) as at the Closing Date, the Offeror and parties acting in concert with it will not, as a result of the Partial Offer, own, control or acquire more than 90.00% of the Shares. Accordingly, Rules 1105 and 724(1) of the Listing Manual will not be invoked solely as a result of the Partial Offer.

The Offeror intends to maintain the present listing status of the Company and does not intend to privatise the Company.

13. NO COMPULSORY ACQUISITION

Pursuant to Section 215(1) of the Companies Act, if the Offeror receives acceptances pursuant to the Partial Offer in respect of not less than 90.00% of the Shares in issue (other than those already held by the Offeror, its related corporations or their respective nominees as at the date of the Partial Offer and excluding any Shares held in treasury), the Offeror will have the right to compulsorily acquire at the Offer Price, all the Shares of the Shareholders who have not accepted the Partial Offer.

Similarly, pursuant to Section 215(3) of the Companies Act, if the Offeror acquires such number of Shares which, together with Shares held by it, comprise not less than 90.00% of the Shares, Shareholders who have not accepted the Partial Offer will have the right to require the Offeror to acquire their Shares at the Offer Price.

However, as the Partial Offer is made for the Offer Shares which, if successful, will result in the Offeror and parties acting in concert with it holding 51.00% of the Shares in issue (excluding treasury Shares) as at the Closing Date, the Offeror and parties acting in concert with it will not, as a result of the Partial Offer, acquire 90.00% or more of the Shares in issue (other than those already held by the Offeror, its related corporations or their respective nominees as at the Record Date). Accordingly, the aforesaid rights of compulsory acquisition will not arise as a result of the Partial Offer.

14. FINANCIAL EVALUATION OF THE PARTIAL OFFER

The Offer Price represents the following premia over the historical traded prices of the Shares:

Description	Benchmark price of the Shares[1] (S$)	Premium of Offer Price over the benchmark price of the Shares[2] (%)[3]
Last traded price[4] per Share as quoted on the SGX-ST as at the Last Trading Day	3.200	25.00
VWAP for the one-month period up to and including the Last Trading Day	3.309	20.88
VWAP for the three-month period up to and including the Last Trading Day	3.571	12.01
VWAP for the six-month period up to and including the Last Trading Day	3.487	14.71
VWAP for the 12-month period up to and including the Last Trading Day	3.239	23.49

Notes:

(1) Based on data extracted from Bloomberg L.P.

(2) Computed based on the benchmark prices which were rounded to the nearest three decimal places.

(3) For the purposes of the table above, all percentage figures are rounded to the nearest two decimal places.

(4) Based on the last traded price per Share of S$3.20 on 20 March 2019, being the last market day on which the Shares were traded on the SGX-ST prior to the Offer Announcement Date.

15. DISCLOSURE OF HOLDINGS AND DEALINGS

15.1 Holdings and Dealings in Relevant Securities

(a) **The Offeror and its Concert Parties**. **Appendix 5** to this Offer Document sets out, based on responses received pursuant to enquiries that the Offeror has made, details of:

(i) the holdings of Relevant Securities by the Offeror and parties acting or deemed to be acting in concert with it in connection with the Partial Offer as at the Latest Practicable Date; and

(ii) dealings in Relevant Securities by the Offeror and parties acting or deemed to be acting in concert with it in connection with the Partial Offer during the Reference Period.

(b) **No Other Holdings or Dealings**. As at the Latest Practicable Date, save as disclosed in **Appendix 5** to this Offer Document, and based on responses received pursuant to enquiries that the Offeror has made:

(i) none of the Offeror and parties acting or deemed to be acting in concert with it in connection with the Partial Offer owns, controls or has agreed to acquire any Relevant Securities; and

(ii) none of the Offeror and parties acting or deemed to be acting in concert with it in connection with the Partial Offer have dealt for value in any Relevant Securities during the Reference Period.

(c) **Other Arrangements**. As at the Latest Practicable Date, based on responses received pursuant to enquiries that the Offeror has made, none of the Offeror and parties acting or deemed to be acting in concert with it in connection with the Partial Offer has:

(i) entered into any arrangement of the kind referred to in Note 7 on Rule 12 of the Code with any person, including any indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to any Relevant Securities which may be an inducement to deal or refrain from dealing;

(ii) granted a security interest over any Relevant Securities to another person, whether through a charge, pledge or otherwise;

(iii) borrowed any Relevant Securities from another person (excluding borrowed Relevant Securities which have been on-lent or sold); or

(iv) lent any Relevant Securities to another person.

15.2 No Irrevocable Undertakings

As at the Latest Practicable Date, none of the Offeror and parties acting or deemed to be acting in concert with it has received any irrevocable undertaking from any party to accept, approve or reject the Partial Offer.

16. TEMPORARY TRADING COUNTER FOR TRADING OF ODD-LOTS

16.1 Odd-lots

It is likely that odd-lots of the Shares will be created if Offer Shareholders accept the Partial Offer in respect of all of their Relevant Percentage Offer Shares.

16.2 Temporary Odd-lot Trading Counter

Arrangements have been made by the Company with the SGX-ST for the establishment of a temporary trading counter for the trading of odd-lots of the Shares in the event that the Partial Offer becomes unconditional in all respects. The SGX-ST has confirmed in writing to the Company that a temporary trading counter will be established for the period of one month commencing after settlement of the consideration of the Offer Shares, for the trading of board lots of one Share each if the Partial Offer becomes unconditional in all respects. Thereafter, investors can trade in the Unit Share Market of the SGX-ST for any odd-lot Shares. Further details on the temporary trading counter, if applicable, will be announced by the Company in due course.

17. CONFIRMATION OF FINANCIAL RESOURCES

SAC Capital, as the financial adviser to the Offeror in connection with the Partial Offer, confirms that sufficient financial resources are available to the Offeror to satisfy full acceptance of the Offer Shares at the Offer Price in connection with the Partial Offer.

18. OVERSEAS SHAREHOLDERS

18.1 Overseas Shareholders

This Offer Document does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy any security, nor is it a solicitation of any vote or approval in any jurisdiction, nor shall there be any sale, issuance or transfer of the securities referred to in this Offer Document in any jurisdiction in contravention of applicable law. The Partial Offer is not being made into any jurisdiction in which the making or acceptance of the Partial Offer would not be in compliance with the laws of such jurisdiction.

Where there are potential restrictions on sending this Offer Document and the Relevant Acceptance Forms to any overseas jurisdictions, the Offeror and the Financial Adviser each reserves the right not to send this Offer Document and the Relevant Acceptance Forms to such overseas jurisdictions. The availability of the Partial Offer to Offer Shareholders whose addresses are outside Singapore as shown in the records of CDP, or shown on the Register, as the case may be (each, an "**Overseas Shareholder**") may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions. **For the avoidance of doubt, the Partial Offer is made to all Offer Shareholders, including those to whom this Offer Document, the Relevant Acceptance Forms have not been, or will not be, sent.**

Copies of this Offer Document and any formal documentation relating to the Partial Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any jurisdiction where the making of or the acceptance of the Partial Offer would violate the law of that jurisdiction (a "**Restricted Jurisdiction**")

and will not be capable of acceptance by any such use, instrumentality or facility within any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction.

18.2 Copies of the Offer Document and the Relevant Acceptance Forms

Offer Shareholders (including Overseas Shareholders) may (subject to compliance with applicable laws) obtain copies of this Offer Document, the Relevant Acceptance Forms and any related documents, during normal business hours and up to the Closing Date from:

(a) (if the Offer Shareholder is a scripholder) the Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623; or

(b) (if the Offer Shareholder is a Depositor) The Central Depository (Pte) Limited, at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.

Alternatively, Offer Shareholders (including Overseas Shareholders) may (subject to compliance with applicable laws) write to:

(i) (if the Offer Shareholder is a scripholder) Smart Entertainment Private Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623; or

(ii) (if the Offer Shareholder is a Depositor) Smart Entertainment Private Limited c/o The Central Depository (Pte) Limited, at Robinson Road Post Office, P.O. Box 1984, Singapore 903934,

to request for a copy of this Offer Document, including the Relevant Acceptance Forms and any relevant documents to be sent to an address in Singapore by ordinary post at his own risk, up to five (5) Market Days prior to the Closing Date.

18.3 Notice

The Offeror and the Financial Adviser each reserves the right to notify any matter, including the fact that the Partial Offer has been made, to any or all Shareholders (including Overseas Shareholders) by announcement to the SGX-ST or by paid advertisement in a daily newspaper published and circulated in Singapore, in which case, such notice shall be deemed to have been sufficiently given notwithstanding any failure by any Shareholder to receive or see such announcement or advertisement. Shareholders are advised to obtain all information relating to the Partial Offer from the website of the SGX-ST at http://www.sgx.com.

18.4 Overseas Jurisdiction

It is the responsibility of any Overseas Shareholder who wishes (a) to request for this Offer Document (including the Relevant Acceptance Forms) and/or any related documents; and/or (b) to accept the Partial Offer, to satisfy himself as to the full observance of the laws of the relevant jurisdictions in that connection, including the obtaining of any governmental or other consent which may be required, or compliance with other necessary formalities or legal requirements, or the payment of any taxes, imposts, duties or other requisite payments due in such jurisdiction. Such Overseas Shareholders shall be liable for the

payment of any taxes, imposts, duties or other requisite payments payable and the Offeror and any person acting on its behalf (including the Financial Adviser, CDP and the Share Registrar) shall be fully indemnified and held harmless by such Overseas Shareholder for any such taxes, imposts, duties or other requisite payments that may be required to be paid and the Offeror shall be entitled to set-off any such amounts against any sum payable to the Overseas Shareholder pursuant to the Partial Offer.

In (i) requesting for this Offer Document (including the Relevant Acceptance Forms) and/or any related documents; and/or (ii) accepting the Partial Offer, the Overseas Shareholder represents and warrants to the Offeror, the Financial Adviser, CDP and the Share Registrar that he is in full observance of the laws of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities or legal requirements. **If any Offer Shareholder is in any doubt about his position, he should consult his professional adviser in the relevant jurisdiction.** All Overseas Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdiction.

19. GENERAL INFORMATION

19.1 Disclaimer and Discretion

The Offeror, the Financial Adviser, the Share Registrar and CDP each reserves the right to treat votes on and/or acceptances of the Partial Offer as valid if received by or on behalf of any of them at any place or places determined by them otherwise than as stated herein or in the FAA and/or the FAT, as the case may be, or if made otherwise than in accordance with the provisions herein and instructions printed on the FAA and/or the FAT, as the case may be.

19.2 Information Pertaining to CPFIS Investors and SRS Investors

CPFIS Investors and SRS Investors will receive further information on how to accept the Partial Offer from their respective CPF Agent Banks and SRS Agent Banks directly. CPFIS Investors and SRS Investors are advised to consult their respective CPF Agent Banks and SRS Agent Banks (as the case may be) should they require further information, and if they are in any doubt as to the action they should take, CPFIS Investors and SRS Investors should seek independent professional advice. CPFIS Investors and SRS Investors who wish to accept the Partial Offer are to reply to their respective CPF Agent Banks and SRS Agent Banks (as the case may be) by the deadline stated in the letter from their respective CPF Agent Banks and SRS Agent Banks (as the case may be). Subject to the Partial Offer becoming or being declared unconditional in accordance with its terms, CPFIS Investors and SRS Investors who accept the Partial Offer will receive payment for their Offer Shares in their respective CPF investment accounts and SRS investment accounts (as the case may be).

19.3 Governing Law and Jurisdiction

The Partial Offer, this Offer Document, the Relevant Acceptance Forms, and all votes on and acceptances of the Partial Offer and all contracts made pursuant thereto and actions taken or made or deemed to be taken or made thereunder shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Offeror and each Shareholder who has voted on and/or accepted the Partial Offer agree to submit to the non-exclusive jurisdiction of the Singapore courts.

19.4 No Third Party Rights

Unless expressly provided otherwise in this Offer Document, the Relevant Acceptance Forms, a person who is not a party to any contracts made pursuant to the Partial Offer, this Offer Document and the Relevant Acceptance Forms, has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

19.5 Accidental Omission

Accidental omission to despatch this Offer Document, the Relevant Acceptance Forms or any notice, advertisement or announcement required to be given under the terms of the Partial Offer or any failure to receive the same by any person to whom the Partial Offer is made or should be made, shall not invalidate the Partial Offer in any way.

19.6 Independent Advice

The Financial Adviser is acting for and on behalf of the Offeror in connection with the Partial Offer and does not purport to advise the Shareholders or any other person. In preparing this Offer Document (including this Letter to Shareholders) on behalf of the Offeror, the Financial Adviser has not had regard to the general or specific investment objectives, tax positions, risk profiles, financial situation or particular needs and constraints of any individual Shareholder. The views and recommendation(s) of the Sevak Independent Directors and the independent financial adviser to the Sevak Independent Directors on the Partial Offer will be made available to Shareholders in due course by the Company and in any event, they are required under the Code to despatch their views within 14 days after the posting of this Offer Document. Shareholders may wish to consider their advice before taking any action in relation to this Partial Offer.

19.7 General Information

Appendix 6 to this Offer Document sets out additional general information relating to the Partial Offer.

20. DIRECTORS' RESPONSIBILITY STATEMENT

The directors of the Offeror (the "**Offeror Directors**") (including any Offeror Director who may have delegated detailed supervision of this Offer Document) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Offer Document are fair and accurate and where appropriate, there are no other material facts not contained in this Offer Document, the omission of which would make any statement in this Offer Document misleading, and they jointly and severally accept responsibility accordingly.

Where any information in this Offer Document has been extracted or reproduced from published or otherwise publicly available sources or obtained from a named source (including, without limitation, in relation to the Company), the sole responsibility of the Offeror Directors has been to ensure through reasonable enquiries that such information has been accurately extracted from such sources or, as the case may be, accurately reflected or reproduced in this Offer Document in its proper form and context.

Issued by
SAC CAPITAL PRIVATE LIMITED

For and on behalf of
SMART ENTERTAINMENT PRIVATE LIMITED

11 April 2019

Any enquiries relating to this Offer Document or the Partial Offer should be directed during office hours to the following:

SAC Capital Private Limited
Tel: (65) 6232 3200

Ms Chow You Yah/Mr Tan Kian Tiong
Partner/Manager

APPENDIX 1
DETAILS OF THE PARTIAL OFFER

1. DURATION OF THE PARTIAL OFFER

1.1 First Closing Date

Pursuant to Rule 22.3 of the Code, the Partial Offer is open for acceptance by the Offer Shareholders for at least 28 days from the Despatch Date, unless the Partial Offer is withdrawn with the consent of the SIC and every person released from any obligation incurred thereunder.

Accordingly, the Partial Offer will close at 5.30 p.m. (Singapore time) on 9 May 2019 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

1.2 Subsequent Closing Date(s)

Pursuant to Rule 22.4 of the Code, any announcement of an extension of the Partial Offer will state the next closing date or if the Partial Offer is unconditional as to acceptances, a statement may be made that the Partial Offer will remain open until further notice. In the latter case, those Offer Shareholders who have not accepted the Partial Offer will be notified in writing at least 14 days before the Partial Offer is closed.

1.3 No Obligation to Extend Partial Offer

Pursuant to Rule 22.5 of the Code, the Offeror is not obliged to extend the Partial Offer if the Offer Conditions are not fulfilled by the Closing Date.

1.4 Partial Offer to Remain Open for 14 Days after becoming Unconditional

Pursuant to Rule 22.6 of the Code, if the Partial Offer becomes or is declared to be unconditional as to acceptances, the Partial Offer will remain open for acceptance for not less than 14 days after the date on which it would otherwise have closed ("**Rule 22.6 Period**"), in order to give those Offer Shareholders who have not accepted the Partial Offer the opportunity to do so.

This requirement does not apply if, before the Partial Offer becomes or is declared to be unconditional as to acceptances, the Offeror has given notice in writing to the Offer Shareholders at least 14 days before the specified Closing Date that the Partial Offer will not be open for acceptance beyond that date, provided that such notice may not be given, or if already given, shall not be capable of being enforced in a situation which the SIC may deem to be competitive.

1.5 Final Day Rule

Pursuant to Rule 22.9 of the Code, the Partial Offer (whether revised or not) will not be capable of becoming or being declared to be unconditional as to acceptances after 5.30 p.m. (Singapore time) on the 60th day after the Despatch Date, or of being kept open after the expiry of such period unless it has previously become or been declared to be unconditional as to acceptances. The Partial Offer may be extended beyond that period of 60 days with the permission of the SIC. The SIC will consider granting such permission in circumstances, including but not limited to, where a competing offer has been announced.

1.6 Revision

Pursuant to Rule 20.1 of the Code, the terms of the Partial Offer, if revised, will remain open for acceptance for at least 14 days from the date of despatch of the written notification of the revision to Shareholders. However, as set out in **Section 2.3** of the **Letter to Shareholders** in this Offer Document, the Offeror does not intend to revise the Offer Price. Therefore, in accordance with Rule 20.2 of the Code, the Offeror will not be allowed to subsequently amend the terms of the Partial Offer, including the Offer Price, in any way.

1.7 Time for Fulfilment of Other Conditions

Except with the consent of the SIC, pursuant to Rule 22.10 of the Code, all the Offer Conditions must be fulfilled or the Partial Offer must lapse within 21 days of the first Closing Date or of the date the Partial Offer becomes or is declared unconditional as to acceptances, whichever is the later.

2. SETTLEMENT

Subject to the Partial Offer becoming or being declared unconditional in all respects in accordance with its terms, the receipt by the Offeror from accepting Offer Shareholders of valid acceptances and all relevant documents required by the Offeror which are complete in all respects and in accordance with such requirements as may be stated in this Offer Document and the Relevant Acceptance Forms:

(a) and in the case of a Depositor, the receipt by the Offeror of a confirmation satisfactory to it that the relevant number of Offer Shares accepted or tendered by the Depositor in acceptance of the Partial Offer are standing to the credit of the "Free Balance" of the Depositor's Securities Account at the relevant time, payment in the form of S$ cheques drawn on a bank in Singapore for the appropriate amounts will be despatched by ordinary post to the accepting Offer Shareholders' mailing address as recorded with CDP (or by such other manner as the accepting Offer Shareholders may have agreed with CDP for the payment of any cash distributions);

(b) or in the case of Offer Shareholders whose Shares are registered in their own names on the Register and are not deposited with CDP, payment in the form of S$ cheques drawn on a bank in Singapore for the appropriate amounts to the Offer Shareholders (or their designated agents, or in the case of joint accepting Offer Shareholders who have not designated any agents, to the joint accepting Offer Shareholder first-named in the Register) by ordinary post to their mailing addresses appearing in the Register at their own risk (or to such different address as may be specified by them in the FAT and at their own risk),

at the risk of the accepting Offer Shareholders, as soon as practicable following the Closing Date but in any event within seven (7) Business Days of the Closing Date pursuant to Rule 16.6 of the Code.

3. ANNOUNCEMENTS

3.1 Timing and Contents

Pursuant to Rule 28.1 of the Code, by 8.00 a.m. (Singapore time) on the Market Day (the "**Relevant Day**") immediately after the day on which the Partial Offer is due to expire, or the Partial Offer becomes or is declared to be unconditional as to acceptances, or is revised or extended, the Offeror will announce and simultaneously inform the SGX-ST of the total number of Shares (as nearly as practicable):

(a) for which valid acceptances of the Partial Offer have been received;

(b) held by the Offeror and parties acting in concert with it prior to the commencement of the Offer Period; and

(c) acquired or agreed to be acquired by the Offeror and parties acting in concert with it during the Offer Period,

and will specify the percentages of the Shares (including Shares issued or to be issued pursuant to the valid exercise of any option to subscribe for new Shares prior to the close of the Partial Offer) represented by such numbers.

3.2 Suspension

If the Offeror is unable, within the time limit, to comply with any of the requirements of **Paragraph 3.1** of this **Appendix 1**, the SIC will consider requesting the SGX-ST to suspend dealings in the Shares until the relevant information is given.

3.3 Valid Votes and Acceptances

Subject to **Section 19.1** of this Offer Document, in computing the number of votes on the Partial Offer and the number of Offer Shares represented by acceptances, the Offeror will, at the time of making an announcement, take into account votes and acceptances which are valid in all respects. Acceptances of the Partial Offer will only be treated as valid for the purposes of the acceptance condition if the relevant requirements of Note 2 on Rule 28.1 of the Code are met.

4. RIGHT OF WITHDRAWAL OF ACCEPTANCES

4.1 Votes and Acceptances Irrevocable

Except as expressly provided in this Offer Document and the Code, votes on and acceptances of the Partial Offer shall be irrevocable.

4.2 Right of Withdrawal of Shareholders

An Offer Shareholder who has tendered acceptances under the Partial Offer may:

(a) withdraw his acceptance immediately if the Partial Offer has become or been declared to be unconditional as to acceptances but the Offeror fails to comply with any of the requirements set out in **Paragraph 3.1** of this **Appendix 1** by 3.30 p.m. (Singapore time) on the Relevant Day. The Offeror may terminate this right of withdrawal not less than eight (8) days after the Relevant Day by confirming (if that be the case) that the Partial Offer is still unconditional as to acceptances and by complying with Rule 28.1 of the Code and the requirements set out in **Paragraph 3.1** of this **Appendix 1**. For the purpose of **Paragraph 1.4** of this **Appendix 1**, the Rule 22.6 Period shall run from the date of such notice (if given) or the date on which the Partial Offer would otherwise have closed, whichever is later;

(b) withdraw his acceptance after 14 days from the first Closing Date, if the Partial Offer has not by then become or is declared to be unconditional as to acceptances. Such entitlement to withdraw will be exercisable until the Partial Offer becomes or is declared to be unconditional as to acceptances; and

(c) withdraw his acceptance immediately if a competing offer for the Shares becomes or is declared to be unconditional as to acceptances. This right of withdrawal also applies in the converse situation: if the Partial Offer becomes or is declared to be unconditional as to acceptances, a Shareholder who has accepted a competing offer may likewise withdraw his acceptance for such other offer immediately.

4.3 Procedures for Withdrawal of Acceptances

To withdraw his acceptance under the Partial Offer:

(a) an accepting Offer Shareholder holding Shares **which are not deposited** with CDP must give written notice to the Offeror at Smart Entertainment Private Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623; and

(b) an accepting Offer Shareholder holding Shares **which are deposited** with CDP must give written notice to the Offeror at Smart Entertainment Private Limited c/o The Central Depository (Pte) Limited, 9 North Buona Vista Drive #01-19/20 The Metropolis, Singapore 138588.

A notice of withdrawal shall be effective only if executed by the accepting Offer Shareholder or his agent duly appointed in writing and evidence of whose appointment is produced in a form satisfactory to the Offeror within the said notice and when actually received by the Offeror.

5. RELEVANT PERCENTAGE

The Relevant Percentage will be determined based on the following formula.

$$\frac{\text{Offer Shares}}{\text{Total Shares in issue (excluding treasury Shares) as at Record Date} - \text{Offeror Shares}}$$

Based on the number of Shares in issue (excluding treasury Shares) and Offeror Shares as at the Latest Practicable Date, the Relevant Percentage is 20.335%, as derived from the above formula. In the event that there is any change in the number of Shares in issue (excluding treasury Shares) between the Latest Practicable Date and the Record Date due to whatever reason, the Relevant Percentage may differ from 20.335%. Where such change occurs, the Offeror will announce the Relevant Percentage as at the Record Date via SGXNET.

For illustrative purposes only, assume Mr A holds 1,000 Shares as at the Record Date. Based on the Relevant Percentage of 20.335%, Mr A's Relevant Percentage Offer Shares will be 203 shares. If Mr A accepts for up to 203 Shares i.e. up to his Relevant Percentage Offer Shares, Mr A will receive the consideration for such number of Shares tendered, if the Partial Offer becomes unconditional in all respects. Mr A can also accept for all his Shares or a number of Shares exceeding his Relevant Percentage Offer Shares. The exact number of Excess Shares which will be accepted in this instance will depend on the level of acceptance from other Offer Shareholders as set out in **Paragraph 6** below of this **Appendix 1**.

6. SCALE-BACK

The determination of the Scale-Back is set out herein for illustrative purposes only. Assume that the Offeror receives aggregate acceptances at the close of the Partial Offer for 3,000,000 Shares of which (a) 1,000,000 Shares have been validly tendered by Offer Shareholders in respect of their Relevant Percentage Offer Shares and (b) 2,000,000 Shares have been validly tendered by Offer Shareholders as Excess Shares.

Under the terms of the Partial Offer, the Offeror is permitted to acquire up to the relevant number of Offer Shares (i.e. 1,482,387 Shares) and is not permitted to acquire further Shares tendered for acceptance of the Partial Offer. In this scenario, the proportion of Excess Shares from each Offer Shareholder which will be accepted by the Offeror will be based on the following formula:

$$\frac{\text{Number of Shares to be acquired under the Partial Offer} - \text{Number of Relevant Percentage Offer Shares validly tendered}}{\text{Number of Excess Shares validly tendered}}$$

Using the figures in the example above, the proportion of the Scale-Back is 24.12% as derived by the following calculation:

$$\frac{(1{,}482{,}387 - 1{,}000{,}000)}{2{,}000{,}000}$$

Assume Mr A has 1,000 Shares as at the Record Date and accepts for all of his 1,000 shares, he will be deemed to have tendered all 203 of his Relevant Percentage Offer Shares and 797 Excess Shares. If the Partial Offer becomes unconditional in all respects, the Offeror would acquire all of the 203 Relevant Percentage Offer Shares tendered and 192 of the Excess Shares tendered (fractional entitlements disregarded), being 24.12% of 797 Excess Shares. Accordingly, Mr A would receive the Offer Price for 395 Shares and the remaining 605 Shares which were not accepted as a result of the Scale-Back will be returned to Mr A in accordance with procedures set out in **Appendix 2** to this Offer Document, the FAA and/or the FAT. In calculating the Scale-Back, the acceptances will also be subject to the Offeror's procedures to minimise the number of odd-lot shareholdings and any fraction of a Share will be disregarded.

APPENDIX 2
PROCEDURES FOR VOTING AND ACCEPTANCE OF THE PARTIAL OFFER

1. INTRODUCTION

1.1 Entitlement Notification Letter

A letter (the "**Entitlement Notification Letter**") will be despatched to Offer Shareholders after the Record Date to notify them, *inter alia*, of (i) the number of Shares held in their Securities Account as at Record Date in respect of which they are entitled to vote on the Partial Offer and (ii) their Relevant Percentage Offer Shares.

1.2 For the avoidance of doubt, for Offer Shareholders who are unsure about the number of Shares they hold in their Securities Account as at the Record Date and/or there is any change in their shareholdings since the Record Date, they may wait until they receive the Entitlement Notification Letter after the Record Date which will notify them of the Relevant Percentage Offer Shares as at the Record Date, before completing the FAA and/or the FAT.

1.3 Voting by Offer Shareholders

The Partial Offer will not become or be capable of being declared unconditional in all respects unless more than 50.00% of the votes received from Offer Shareholders are in favour of the Partial Offer (the Offeror, parties acting in concert with the Offeror and the respective associates of the Offeror and parties acting in concert with the Offeror shall not be allowed to vote).

(a) **OFFER SHAREHOLDERS MAY VOTE ALL OR ANY NUMBER OF SHARES HELD BY THEM AS AT THE RECORD DATE FOR OR AGAINST THE PARTIAL OFFER, WHETHER OR NOT THEY WISH TO ACCEPT THE PARTIAL OFFER.**

(b) As voting entitlement is determined as at the Record Date, this means that an Offer Shareholder is entitled to vote on the Partial Offer in respect of the Shares held by him as at the Record Date even if he has sold all those Shares after the Record Date. Conversely, any person who has purchased those Shares after the Record Date will not be entitled to vote on the Partial Offer in respect of those Shares.

(c) An Offer Shareholder who has submitted a FAA or FAT (as the case may be) to vote his Shares on the Partial Offer, and who wishes to vote additional Shares thereafter may obtain and submit another FAA or FAT (as the case may be) in respect of such additional Shares to be voted and the procedures below on voting shall apply *mutatis mutandis* to such further votes.

(d) An Offer Shareholder shall be deemed NOT to have voted either for or against the Partial Offer unless the procedures and instructions in this Offer Document and printed on the FAA and the FAT have been complied with.

1.4 Acceptance by Offer Shareholders

An Offer Shareholder who is a Depositor and wishes to accept the Partial Offer must ensure that there are Shares held in his Securities Account as at the Record Date. An Offer Shareholder who is not a Depositor and wishes to accept the Partial Offer must ensure that there are Shares registered in his name and on the Register as at the Record Date.

(a) An Offer Shareholder is entitled to accept (in full or in part) or not accept the Partial Offer in respect of his Shares. An Offer Shareholder is entitled to (i) accept the Partial Offer for up to the number of Relevant Percentage Offer Shares stated in the Entitlement Notification Letter and (ii) may tender his Excess Shares for acceptance under the Partial Offer. Subject to the Partial Offer becoming unconditional in all respects, acceptances in excess of the Relevant Percentage Offer Shares will be scaled back proportionately, but in a manner which minimises the number of new odd-lot shareholdings as the directors of the Offeror may in their absolute discretion deem fit in the interest of the Offeror. Please see **Paragraphs 5** and **6** of **Appendix 1** to this Offer Document for illustrations.

(b) An Offer Shareholder who has submitted an FAA or FAT (as the case may be) in respect of Shares accepted and tendered for acceptance under the Partial Offer, and who wishes to tender additional Shares for acceptance thereafter may obtain and submit another FAA or FAT (as the case may be) in respect of such additional Shares to be tendered and the procedures below on acceptances shall apply *mutatis mutandis* to such further acceptances.

(c) In all instances, the aggregate number of Shares accepted and tendered for acceptance under the Partial Offer shall not be more than the lower of (i) the number of Shares (in the case of Depositors) standing to the credit of the "Free Balance" of an Offer Shareholder's Securities Account as at 5.00 p.m. (Singapore time) on the Date of Receipt or 5.30 p.m. (Singapore time) if the Date of Receipt is the Closing Date and/or (in the case of Offer Shareholders whose Shares are registered in their own names on the Register) represented by the attached share certificate(s) save where such certificate(s) is/are not readily available or is/are lost as provided under **paragraph 3.3(c)(ii)** of this **Appendix 2** below; or (ii) the number of Shares (in the case of Depositors) held in an Offer Shareholder's Securities Account as at the Record Date and/or (in the case of Offer Shareholders whose Shares are registered in their own names on the Register) which are registered in their own name on the Register as at the Record Date.

2. PROCEDURES FOR VOTING AND ACCEPTANCE OF THE PARTIAL OFFER BY DEPOSITORS WHOSE SECURITIES ACCOUNTS ARE CREDITED WITH OFFER SHARES

2.1 FAA

If you have Shares held in your Securities Account on the Record Date, you should receive this Offer Document together with the FAA. You will also receive the Entitlement Notification Letter (for your information only) after the Record Date, notifying you of the number of Shares held as at the Record Date including your Relevant Percentage Offer Shares. If you are a Depositor whose Securities Account is or will be credited with Offer Shares on the Record Date but you do not receive the FAA, you may obtain such FAA upon production of

satisfactory evidence that you are a Shareholder from the Offeror c/o The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.

2.2 Voting

If you wish to vote for or against the Partial Offer, you should:

(a) complete **Part A of Section A** of the FAA in accordance with the provisions of this Offer Document and the instructions printed on the FAA. In particular, you must insert the number of Shares you wish to vote in the "**FOR**" or "**AGAINST**" box (as appropriate) in **Part A of Section A** of the FAA. If you:

(i) insert the number of Shares only in the "**FOR**" box and such number of Shares exceeds the total number of Shares held in your Securities Account as at the Record Date, you will be deemed to have voted all your Shares held in your Securities Account as at the Record Date for the Partial Offer;

(ii) insert the number of Shares only in the "**AGAINST**" box and such number of Shares exceeds the total number of Shares held in your Securities Account as at the Record Date, you will be deemed to have voted all your Shares held in your Securities Account as at the Record Date against the Partial Offer;

(iii) insert the number of Shares in both the "**FOR**" and "**AGAINST**" boxes, you will be deemed to have voted such number of Shares inserted in the relevant boxes for or against the Partial Offer, respectively. If the total number of Shares inserted in both the "**FOR**" and "**AGAINST**" boxes exceeds the total number of Shares held in your Securities Account as at the Record Date, you will be deemed NOT to have voted for or against the Partial Offer;

(iv) insert an Indication (as defined below) instead of the number of Shares only in the "**FOR**" box, you will be deemed to have voted all your Shares held in your Securities Account as at the Record Date for the Partial Offer;

(v) insert an Indication instead of the number of Shares only in the "**AGAINST**" box, you will be deemed to have voted all your Shares held in your Securities Account as at the Record Date against the Partial Offer;

(vi) insert both an Indication and the number of Shares in the same box in **Part A of Section A** of the FAA, only the number of Shares inserted in the box will be taken into account and the Indication will be disregarded;

(vii) insert only an Indication in both the "**FOR**" and "**AGAINST**" boxes, you will be deemed NOT to have voted for or against the Partial Offer;

(viii) insert an Indication in one box and the number of Shares in another box in **Part A of Section A** of the FAA, you will be deemed to have voted (i) the number of Shares inserted in the latter box for or against the Partial Offer (as the case may be) and (ii) the remainder of your Shares held in your Securities Account as at the Record Date, if any, against or for the Partial Offer (as the case may be); and

(ix) neither insert (i) the number of Shares nor (ii) an Indication in **Part A of Section A** of the FAA, you will be deemed NOT to have voted either for or against the Partial Offer;

For the purposes of the FAA, an indication is defined as a tick, cross or such other forms of annotation to be determined by CDP, the Financial Adviser and/or the Offeror in their absolute discretion for the purpose of ascertaining your voting and/or acceptance intention ("**Indication**");

(b) sign the FAA in accordance with the provisions of this Offer Document and the instructions printed on the FAA; and

(c) deliver the duly completed and signed original FAA either:

(i) **by hand** to Smart Entertainment Private Limited, c/o The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588; or

(ii) **by post**, in the enclosed pre-addressed envelope at your own risk, to SAC Capital Private Limited for and on behalf of Smart Entertainment Private Limited, c/o The Central Depository (Pte) Limited, Robinson Road Post Office, P.O. Box 1984, Singapore 903934,

in either case **so as to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date**. The enclosed pre-addressed envelope is pre-paid for posting in Singapore only. It is your sole responsibility to affix adequate postage on the said envelope if posting from outside of Singapore.

2.3 Acceptance

If you wish to accept the Partial Offer, you should:

(a) complete **Part A of Section B** of the FAA in accordance with this Offer Document and the instructions printed on the FAA. In particular:

(i) if you insert the number of Shares in **Part A of Section B** of the FAA (not exceeding the number of your Relevant Percentage Offer Shares), you will be deemed to have accepted the Partial Offer in respect of such number of Shares so inserted in **Part A of Section B** of the FAA;

(ii) if the number of Shares inserted in **Part A of Section B** of the FAA exceeds the number of the Relevant Percentage Offer Shares, you will be deemed to have (A) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (B) (if applicable) subject to the provisions of sub-paragraph (3) below, tendered your Excess Shares (up to such number of Shares so inserted in **Part A of Section B** of the FAA) for acceptance under the Partial Offer;

(iii) if you want to accept the Partial Offer only in respect of part or all of your Relevant Percentage Offer Shares under **Part A of Section B** of the FAA and do not want to tender any Excess Shares for acceptance, please ensure that you insert such number of Shares up to the Relevant Percentage Offer Shares in **Part A of Section B** of the FAA;

(iv) if you insert an Indication in **Part A of Section B** of the FAA, you will be deemed to have (A) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (B) (if applicable) subject to the provisions of sub-paragraph (3) below, tendered your Excess Shares for acceptance under the Partial Offer; and

(v) if **Part A of Section B** of the FAA has been left blank, you will be deemed NOT to have accepted the Partial Offer and your acceptance will be rejected,

Provided always that:

(1) in all instances, the number of Shares you will be deemed to have tendered for acceptance under the Partial Offer shall not be more than the lower of (A) the number of Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the Date of Receipt or as at 5.30 p.m. (Singapore time) if the Date of Receipt is the Closing Date or (B) the number of Shares held in your Securities Account as at the Record Date;

(2) you must ensure that you have not less than the relevant number of Shares (in respect of which you have accepted the Partial Offer or tendered for acceptance under the Partial Offer) standing to the credit of the "Free Balance" of your Securities Account on the Date of Receipt, failing which you will be deemed to have accepted the Partial Offer in respect of all the Shares (if any) which are standing to the credit of the "Free Balance" of your Securities Account on the Date of Receipt, provided always that the Date of Receipt is on or before the Closing Date; and

(3) subject to the Partial Offer becoming unconditional as described in this Offer Document, acceptances will be met by the Offeror in full to the extent necessary to enable the Offeror to acquire the Offer Shares. Acceptances in excess of the Offer Shares will be scaled back proportionately but in a manner which minimises the number of new odd-lot shareholdings as the directors of the Offeror may in their absolute discretion deem fit in the interest of the Offeror. None of CDP or the Financial Adviser takes responsibility for any decisions that the Offeror may have made;

(b) sign the FAA in accordance with the provisions of this Offer Document and the instructions printed on the FAA; and

(c) deliver the duly completed and signed original FAA either:

(i) **by hand** to Smart Entertainment Private Limited, c/o The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588; or

(ii) **by post**, in the enclosed pre-addressed envelope at your own risk, to SAC Capital Private Limited for and on behalf of Smart Entertainment Private Limited, c/o The Central Depository (Pte) Limited, Robinson Road Post Office, P.O. Box 1984, Singapore 903934,

in either case **so as to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date**. The enclosed pre-addressed envelope is pre-paid for posting in Singapore only. It is your sole responsibility to affix adequate postage on the said envelope if posting from outside of Singapore.

2.4 General

No acknowledgement will be given for submissions of the FAA made by hand or by post to CDP or deposited into boxes located at CDP's premises. All communications, notices, documents and payments will be sent by ordinary post at your risk to your mailing address maintained in the records of CDP. For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Shares in your Securities Account. You can verify such number through CDP Online if you have registered for the CDP Internet Access Service or through CDP Phone Service using SMS OTP, under the option "To Check Your Securities Balance".

2.5 Blocked Balance

Upon receipt by CDP, for and on behalf of the Offeror, of the duly completed and signed original of the FAA, CDP will take such measures as it may consider necessary or expedient to prevent any trading of the Shares in respect of which you have accepted the Partial Offer during the period commencing on the Date of Receipt and ending on the date of settlement of the consideration for the Offer Shares, in the event the Partial Offer becomes or is declared unconditional in all respects in accordance with its terms (including, without limitation, earmarking, blocking, and/or transferring the relevant number of such Shares from the "Free Balance" of your Securities Account into a "Blocked Balance").

2.6 Return of Shares

In the event the Partial Offer does not become or is not declared unconditional in all respects in accordance with its terms, the relevant number of Shares in respect of which you have accepted the Partial Offer will be transferred to the "Free Balance" of your Securities Account as soon as possible but in any event not later than 14 days from the lapse of the Partial Offer.

2.7 If Partial Offer Turns Unconditional

If the Partial Offer becomes or is declared to be unconditional in all respects, in accordance with its terms, and if you have accepted the Partial Offer in accordance with the provisions contained herein and in the FAA, CDP will send you a notification letter stating the number of Offer Shares debited from your Securities Account together with payment of the Offer Price by way of a S$ cheque drawn on a bank in Singapore for the appropriate amount by ordinary post to your mailing address as recorded with CDP at your own risk, or in such other manner as you may have agreed with CDP for the payment of any cash distributions on the payment date, as soon as practicable following the date on which the Partial Offer closes, but in any event within seven (7) Business Days of such date.

2.8 No Securities Account

If you do not have any existing Securities Account in your own name at the time of acceptance of the Partial Offer, your acceptance as contained in the FAA will be rejected.

3. PROCEDURES FOR VOTING AND ACCEPTANCE OF THE PARTIAL OFFER BY REGISTERED SHAREHOLDERS

3.1 FAT

If you have Shares registered under your own name in the Register on the Record Date, you should receive this Offer Document together with the FAT. You will also receive the Entitlement Notification Letter (for your information only) after the Record Date, notifying you of the number of Shares held as at the Record Date including your Relevant Percentage Offer Shares. If you are a Shareholder as shown in the Register as at the Record Date but you do not receive the FAT, you may obtain such FAT upon production of satisfactory evidence that you are a Shareholder from the Offeror c/o the Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.

Please note that the Offer Document and the FAT will be mailed to you based on your information, including address, maintained in the Register. You are advised to ensure that all information maintained in the Register, is true, updated and accurate.

3.2 Voting

If you wish to vote for or against the Partial Offer, you should:

(a) complete **Part A** of the FAT in accordance with the provisions of this Offer Document and the instructions printed on the FAT. In particular, you must insert the number of Shares you wish to vote in the "**FOR**" or "**AGAINST**" box (as appropriate) in **Part A** of the FAT. If you:

(i) insert the number of Shares (instead of an Indication (as defined below)) only in the "**FOR**" box and such number of Shares exceeds the total number of Shares registered in your own name on the Register as at the Record Date, you will be deemed to have voted all your Shares registered in your own name on the Register as at the Record Date for the Partial Offer;

(ii) insert the number of Shares (instead of an Indication) only in the "**AGAINST**" box and such number of Shares exceeds the total number of Shares registered in your own name on the Register as at the Record Date, you will be deemed to have voted all your Shares registered in your own name in the Register as at the Record Date against the Partial Offer;

(iii) insert the number of Shares (instead of an Indication) in both the "**FOR**" and "**AGAINST**" boxes, you will be deemed to have voted such number of Shares inserted in the relevant boxes for or against the Partial Offer, respectively. If the total number of Shares inserted in both the "**FOR**" and "**AGAINST**" boxes exceeds the total number of Shares registered in your own name on the Register as at the Record Date, you will be deemed NOT to have voted for or against the Partial Offer;

(iv) insert an Indication (instead of the number of Shares) only in the "**FOR**" box, you will be deemed to have voted all your Shares registered in your own name on the Register as at the Record Date for the Partial Offer;

(v) insert an Indication (instead of the number of Shares) only in the "**AGAINST**" box, you will be deemed to have voted all your Shares registered in your own name on the Register as at the Record Date against the Partial Offer;

(vi) insert both an Indication and the number of Shares in the same box in **Part A** of the FAT, only the number of Shares inserted in the box will be taken into account and the Indication will be disregarded;

(vii) insert only an Indication (instead of the number of Shares) in both the "**FOR**" and "**AGAINST**" boxes, you will be deemed NOT to have voted for or against the Partial Offer;

(viii) insert an Indication in one box and the number of Shares in another box in **Part A** of the FAT, you will be deemed to have voted (A) the number of Shares inserted in the latter box for or against the Partial Offer (as the case may be) and (B) the remainder of your Shares registered in your own name on the Register as at the Record Date, if any, against or for the Partial Offer (as the case may be); and

(ix) neither insert (A) the number of Shares nor (B) an Indication in **Part A** of the FAT, you will be deemed NOT to have voted either for or against the Partial Offer;

For the purposes of the FAT, an indication is defined as a tick, cross or such other forms of annotation to be determined by the Offeror, the Financial Adviser and/or the Share Registrar in their absolute discretion for the purpose of ascertaining your voting and/or acceptance intention ("**Indication**");

(b) execute **Part A** of the FAT in accordance with the provisions of this Offer Document and the instructions printed on the FAT; and

(c) deliver the duly completed and signed original **Part A** of the FAT either:

(i) **by hand** to Smart Entertainment Private Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623; or

(ii) **by post**, in the enclosed pre-addressed envelope at your own risk, to Smart Entertainment Private Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623,

in either case **so as to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date**. The enclosed pre-addressed envelope is pre-paid for posting in Singapore only. It is your sole responsibility to affix adequate postage on the said envelope if posting from outside of Singapore.

3.3 Acceptance

If you wish to accept the Partial Offer, you should:

(a) complete **Part B** of the FAT in accordance with this Offer Document and the instructions printed on the FAT. In particular:

(i) if you insert the number of Shares in **Section (A) of Part B** of the FAT (not exceeding the number of your Relevant Percentage Offer Shares), you will be deemed to have accepted the Partial Offer in respect of such number of Shares so inserted in **Section (A) of Part B** of the FAT;

(ii) if you insert the number of Shares in **Section (B) of Part B** of the FAT, you shall be deemed to have tendered, subject to the provisions of sub-paragraph (3) below, such number of Shares for acceptance as Excess Shares under the Partial Offer;

(iii) if the number of Shares inserted in **Section (A) of Part B** of the FAT exceeds the number of the Relevant Percentage Offer Shares, you will be deemed to have (A) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (B) (if applicable) subject to the provisions of sub-paragraph (3) below, tendered the number of Shares in excess of your Relevant Percentage Offer Shares (up to the lower of (AA) the difference between the total number of Shares inserted in **Section (A) of Part B** of the FAT and all your Relevant Percentage Offer Shares and (BB) the difference between the Shares represented by the attached share certificate(s) and all your Relevant Percentage Offer Shares) as Excess Shares, for acceptance under the Partial Offer;

(iv) if you want to accept the Partial Offer only in respect of part or all of your Relevant Percentage Offer Shares under **Section (A) of Part B** of the FAT and do not want to tender any Excess Shares for acceptance, please ensure that you insert such number of Shares up to the number of Relevant Percentage Offer Shares in **Section (A) of Part B** of the FAT and leave **Section (B) of Part B** of the FAT blank;

(v) if you insert the number of Shares only in **Section (B) of Part B** of the FAT, you will be deemed to have (A) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (B) (if applicable) subject to the provisions of sub-paragraph (3) below, tendered the number of Shares in excess of your Relevant Percentage Offer Shares (up to the lower of (AA) the difference between the total number of Shares inserted in **Section (B) of Part B** of the FAT and all your Relevant Percentage Offer Shares and (BB) the difference between the Shares represented by the attached share certificate(s) and all your Relevant Percentage Offer Shares) as Excess Shares, for acceptance under the Partial Offer;

(vi) if you insert an Indication in **Section (A) and/or Section (B) of Part B** of the FAT, you will be deemed to have (A) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (B) (if applicable) subject to the provisions of sub-paragraph (3) below, tendered the number of Shares in excess of your Relevant Percentage Offer Shares (up to the difference between the Shares represented by the attached share certificate(s) and all your Relevant Percentage Offer Shares) as Excess Shares, for acceptance under the Partial Offer; and

(vii) if both **Section (A) of Part B** of the FAT and **Section (B) of Part B** of the FAT have been left blank, you will be deemed NOT to have accepted the Partial Offer and your acceptance will be rejected;

Provided always that:

(1) in all instances, the number of Shares you will be deemed to have tendered for acceptance under the Partial Offer shall not be more than the lower of (A) the number of Shares represented by the attached share certificate(s) save where such share certificate(s) is/are not readily available or is/are lost as provided under **paragraph (c)(ii)** of this **Appendix 2** below or (B) the number of Shares which are registered in your own name on the Register as at the Record Date;

(2) you must ensure that you have attached the share certificate(s) for not less than the relevant number of Shares which you have tendered for acceptance under the Partial Offer, failing which you will be deemed to have accepted the Partial Offer in respect of such number of the Shares (if any) which are represented by the attached share certificate(s); and

(3) subject to the Partial Offer becoming unconditional as described in this Offer Document, acceptances will be met by the Offeror in full to the extent necessary to enable the Offeror to acquire the Offer Shares. Acceptances in excess of the Offer Shares will be scaled back proportionately but in a manner which minimises the number of new odd-lot shareholdings as the directors of the Offeror may in their absolute discretion deem fit in the interest of the Offeror. None of the Financial Adviser or the Share Registrar takes responsibility for any decisions that the Offeror may have made;

(b) sign **Part B** of the FAT in accordance with the provisions of this Offer Document and the instructions printed on the FAT;

(c) deliver:

(i) the completed and signed original **Part B** of the FAT;

(ii) the share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror relating to the Shares in respect of which you wish to accept the Partial Offer. If you are recorded in the Register as holding Shares but do not have the relevant share certificate(s) relating to such Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the Constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in this Offer Document; and

(iii) where such Shares are not registered in your name, a transfer form, duly executed by the person in whose name such share certificate(s) is/are registered and stamped, with the particulars of transferee left blank (to be completed by the Offeror or a person authorised by it),

by hand to Smart Entertainment Private Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 or **by post**, in the enclosed pre-addressed envelope at your own risk, to Smart Entertainment Private Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, in either case **so as to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date**.

If the duly completed and signed original FAT is delivered by post to the Offeror, please use the enclosed pre-addressed envelope which is pre-paid for posting in Singapore only. It is your sole responsibility to affix adequate postage on the said envelope for posting from outside of Singapore.

3.4 General

No acknowledgement will be given for submissions of the FAT, share certificate(s) or any other document(s) made by hand or by post to the Offeror. All communications, notices, documents and remittances to be delivered or sent to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the first-named joint Shareholder in the Register, as the case may be) will be sent by ordinary post at your risk to your mailing address as it appears in the FAT or in the Register (if no such address is indicated in the FAT) at your sole risk.

3.5 Shares Suspension

Upon receipt by the Share Registrar, for and on behalf of the Offeror, of the duly completed and signed original of the FAT, share certificate(s) and/or any other accompanying document(s), the Share Registrar will take such measures as it may consider necessary and expedient to prevent any transfer of the Shares in respect of which you have accepted the Partial Offer during the period commencing on the Date of Receipt and ending on the date of settlement of the consideration for the Offer Shares, in the event the Partial Offer becomes or is declared unconditional in all respects in accordance with its terms (including, without limitation, refusal to accept any instruction to transfer the relevant number of such Shares as registered in your own name on the Register from you to any parties other than the Offeror).

3.6 Return of Shares

In the event the Partial Offer does not become or is not declared unconditional in all respects in accordance with its terms, the FAT, share certificate(s) and/or any other accompanying document(s) will be returned to you as soon as possible but, in any event, not later than 14 days from the lapse of the Partial Offer.

3.7 If Partial Offer Turns Unconditional

If the Partial Offer becomes or is declared to be unconditional in accordance with its terms, and if you have accepted the Partial Offer in accordance with the provisions contained herein and in the FAT, the Share Registrar will send you a notification letter stating the number of Shares which are registered in your own name on the Register that have been accepted by the Offeror, together with payment of the Offer Price by way of a S$ cheque drawn on a bank in Singapore for the appropriate amount to you (or your designated agent, or in the case of joint accepting Offer Shareholders who have not designated any agent, to the first-named

joint Shareholder in the Register) by ordinary post to your mailing addresses appearing in the Register at your own risk (or to such different address as may be specified by you in the FAT and at your own risk), as soon as practicable following the date on which the Partial Offer closes, but in any event within seven (7) Business Days of such date.

4. GENERAL

4.1 Disclaimer

The Offeror, the Financial Adviser, CDP and the Share Registrar (as the case may be) will be authorised and entitled, at their sole and absolute discretion, to reject any votes on, and/or acceptances of the Partial Offer which are not entirely in order or which does not comply with the provisions and instructions contained in this Offer Document and in the Relevant Acceptance Forms or which is otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to vote on and/or accept the Partial Offer, it is your responsibility to ensure that the FAA and/or the FAT, as the case may be, is properly completed in all respects, is signed and that all required documents, where applicable, are provided. Any decision to reject any vote and/or acceptance indicated on the Relevant Acceptance Forms on the grounds that it has been invalidly, incorrectly or incompletely signed, completed or submitted will be final and binding and none of the Offeror, the Financial Adviser, CDP and the Share Registrar accepts any responsibility or liability in relation to such a decision, including the consequences thereof.

4.2 Discretion

The Offeror, the Share Registrar, CDP and the Financial Adviser reserve the right to treat votes on and/or acceptances of the Partial Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated in this Offer Document or in the FAA and/or the FAT, or if made otherwise than in accordance with the provisions of this Offer Document and in the FAA and/or the FAT, as the case may be.

4.3 Shares

If you hold some Shares registered in your name in the Register and some Shares deposited with CDP, you should complete the FAT for the former and the FAA for the latter in accordance with the respective procedures set out in this **Appendix 2** if you wish to vote on and/or accept the Partial Offer in respect of all such Shares.

4.4 Acceptances received on Saturday, Sunday or Public Holiday

Acceptances in the form of the FAA and/or FAT received by the Offeror, CDP and/or the Share Registrar, on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

4.5 Deposit Time

If your Shares are registered in your own name on the Register, and if you were to deposit your Shares with CDP after the Despatch Date, the Shares may not be credited into your Securities Account with CDP in time for you to accept the Partial Offer. If you wish to vote on and/or accept the Partial Offer in respect of such Shares, you should complete the FAT and follow the procedures set out in **Paragraph 3** of this **Appendix 2**.

4.6 Correspondences

All communications, notices, documents and remittances to be delivered or sent to you (or in the case of Shareholders whose Shares are not deposited with CDP, your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the first-named joint accepting Shareholder in the Register or Depository Register, as the case may be) will be sent by ordinary post to your mailing address as it appears in the FAT, the records of CDP or the Register, as the case may be, at the risk of the person entitled thereto. It is your duty to ensure that such information on the records of CDP or the Register are true, accurate and updated.

4.7 Evidence of Title

Delivery of the duly completed and signed original FAA and/or FAT to CDP and/or the Share Registrar and/or the Offeror and/or the Financial Adviser, as the case may be, shall be conclusive evidence in favour of the Offeror, the CDP, the Share Registrar and/or the Financial Adviser of the right and title of the person executing it to deal with the same and with the Shares to which it relates.

4.8 Loss in Transmission

The Offeror, the Financial Adviser, CDP or the Share Registrar, as the case may be, shall not be liable for any loss in transmission of the FAA and/or FAT.

4.9 Votes and Acceptances Irrevocable

Except as expressly provided in the Offer Document and the Code, vote on and/or acceptance of the Partial Offer made by you using the FAA and/or the FAT, as the case maybe, shall be irrevocable.

4.10 Personal Data Privacy

By completing and delivering a Relevant Acceptance Form, each person (a) consents to the collection, use and disclosure of his personal data by the Offeror, the Company, the Financial Adviser, CDP and/or the Share Registrar (the "**Relevant Persons**") for the purpose of facilitating his vote on and/or acceptance of the Partial Offer, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines; (b) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable laws, listing rules, regulations and/or guidelines; and (c) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of such warranty.

APPENDIX 3
INFORMATION ON THE OFFEROR

1. DIRECTORS

The names, addresses and descriptions of the directors of the Offeror as at the Latest Practicable Date are as follows:

Name	Address	Designation
Mr Gurvinder Pal Singh	c/o S Global Knowledge Park, 19A & 19B, Sector 125, Noida Gautam Buddha Nagar UP 201301, India	Director
Mr Kamalapati Kashyap	c/o S Global Knowledge Park, 19A & 19B, Sector 125, Noida Gautam Buddha Nagar UP 201301, India	Director

2. PRINCIPAL ACTIVITIES AND SHARE CAPITAL

The Offeror is a company incorporated in India on 24 January 1992. The Offeror and its subsidiaries are principally engaged in emerging technology business and entertainment and hospitality related businesses.

As at the Latest Practicable Date, the Offeror has an issued and paid-up share capital of INR143,056,000 comprising of 14,305,645 ordinary shares and approximately 99.93% of the shares of the Offeror are beneficially owned and controlled by Dr Modi Bhupendra Kumar ("**Dr Modi**"), investment vehicles controlled by Dr Modi and his family members. Further details of such investment vehicles and family members are set out in **Appendix 5** to this Offer Document.

3. FINANCIAL INFORMATION

Set out below are certain financial information extracted from the Offeror's audited financial statements for 9M2016, FY2016, FY2017 and FY2018 and the Offeror's unaudited interim financial statements for 1H2019 (collectively, the "**Offeror Financial Statements**"). Such financial information should be read in conjunction with the Offeror Financial Statements (copies of which are available for inspection as set out in **Paragraph 4** of **Appendix 6** to this Offer Document) and the accompanying notes as set out therein.

(INR'000)	Audited FY2016[1]	Audited 9M2016[2]	Audited FY2017[2]	Audited FY2018	Unaudited 1H2019
Revenue from operations	111,138	105,194	173,478	195,967	94,521
Other income	12,807	10,980	10,676	9,199	1,980
Total Income	123,945	116,174	184,154	205,166	96,501
Exceptional items	(475,191)	(3,150)	–	–	–
(Loss)/Profit before tax	(496,813)	(6,396)	(75,413)	(5,072)	35,284
(Loss)/Profit for the year	(496,865)	(6,448)	(75,415)	(5,545)	35,284
Minority interests	–	–	–	–	–
Earnings/(Loss) per equity share	(35.59)	(0.45)	(5.27)	(0.39)	2.47

Notes:

(1) For FY2016, the Offeror had prepared its financial statements in accordance with the Generally Accepted Accounting Principles and as per the provisions of the Companies Act, 2013 read with rule 7 of the Companies (Accounts) Rules, 2014 and as per the provisions and presentation requirements of the Companies Act, 2013.

(2) For FY2017, the Offeror had prepared its financial statements in accordance with the Indian Accounting Standards ("**Ind AS**") notified under the Companies (Indian Accounting Standards) Rules, 2016 (as amended). The financial statements of the Offeror for FY2017 were the first that has been prepared in accordance with the Ind AS. The financial statements for 9M2016 (being the period from 1 July 2015, the Offeror's date of transition to Ind AS, and ended 31 March 2016) were the comparative period data prepared in accordance with the Ind AS which has been included in the Offeror's financial statements for the year ended 31 March 2017.

As at the Latest Practicable Date, no dividends have been declared by the Offeror in respect of each of FY2016, FY2017, FY2018 and 1H2019.

An extract of the audited balance sheet of the Offeror as at 31 March 2018 ("**FY2018 Balance Sheet**") and the unaudited balance sheet of the Offeror as at 30 September 2018 ("**1H2019 Balance Sheet**") is set out in **Appendix 7** to this Offer Document.

4. MATERIAL CHANGES IN FINANCIAL POSITION

As at the Latest Practicable Date, save as (a) a result of the making and financing of the Partial Offer and (b) otherwise disclosed in any information on the Offeror that is publicly available, there have been no known material changes to the financial position of the Offeror since 31 March 2018, being the date of the last audited accounts of the Offeror.

5. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies of the Offeror are set out in **Appendix 8** to this Offer Document.

6. CHANGES IN ACCOUNTING POLICIES

As at the Latest Practicable Date, there have been no changes to the significant accounting policies of the Offeror as set out in **Appendix 8** to this Offer Document, which will cause the figures set out in **Paragraph 3** above and **Appendix 7** to this Offer Document to be not comparable to a material extent.

7. REGISTERED OFFICE

The registered office of the Offeror is at S Global Knowledge Park, 19A & 19B, Sector 125, Noida Gautam Buddha Nagar UP 201301, India.

APPENDIX 4
ADDITIONAL INFORMATION ON THE COMPANY

1. DIRECTORS

The names, addresses and descriptions of the directors of the Company as at the Latest Practicable Date are as follows:

Name	Address	Designation
Mr Maneesh Tripathi	c/o 152 Ubi Avenue 4 Level 4, Smart Innovation Centre Singapore 408826	Executive Director and Group Chief Executive Officer
Mr Tushar S/O Pritamlal Doshi	c/o 152 Ubi Avenue 4 Level 4, Smart Innovation Centre Singapore 408826	Independent Non-Executive Director
Mr Doraraj S	c/o 152 Ubi Avenue 4 Level 4, Smart Innovation Centre Singapore 408826	Lead Independent Non-Executive Director
Ms Chada Anitha Reddy	c/o 152 Ubi Avenue 4 Level 4, Smart Innovation Centre Singapore 408826	Non-Independent Non-Executive Director

2. SHARE CAPITAL

As at the Latest Practicable Date, based on a search conducted with ACRA on such date, the Company has an issued and paid-up capital comprising 11,851,225 issued Shares (excluding 1,165,205 treasury Shares).

3. MATERIAL CHANGES IN FINANCIAL POSITION

As at the Latest Practicable Date, save for any information on the Company and its subsidiaries which are publicly available (including without limitation, the announcements released by the Company on the SGX-ST) and as may be announced by the Company from time to time, there have not been, within the knowledge of the Offeror, any material changes in the financial position or prospects of the Company since the date of the last balance sheet laid before the Shareholders in general meeting.

4. REGISTERED OFFICE

The registered office of the Company is at 152 Ubi Avenue 4 Level 4, Smart Innovation Centre Singapore 408826.

1. HOLDINGS OF RELEVANT SECURITIES

As at the Latest Practicable Date, based on responses received pursuant to enquiries that the Offeror has made, save as disclosed below, none of the Offeror and the parties acting or deemed to be acting in concert with the Offeror owns, controls or has agreed to acquire any Relevant Securities:

	Direct Interest		Deemed Interest		Total Interest	
Name	**No. of Shares**	**%(1)**	**No. of Shares**	**%(1)**	**No. of Shares**	**%(1)**
Offeror	–	–	–	–	–	–
Offeror Directors						
Mr Gurvinder Pal Singh	–	–	–	–	–	–
Mr Kamalapati Kashyap	–	–	–	–	–	–
Other concert parties						
Dr Modi	–	–	4,561,251(2)	38.49	4,561,251	38.49
Smart Global Corporate Holding Private Limited	–	–	3,638,921(2)(i)	30.71	3,638,921	30.71
Global Tech Innovations Ltd	–	–	3,638,921(2)(i)	30.71	3,638,921	30.71
SGlobal Holdings Limited	–	–	3,638,921(2)(i)	30.71	3,638,921	30.71
Smart Co. Holding Pte. Ltd.	410,660(2)(ii)	3.47	4,107,591(3)	34.66	4,518,251	38.12
Mrs Veena Modi	–	–	–	–	–	–
Mr Dilip Modi	–	–	3,638,921(4)	30.71	3,638,921	30.71
Mrs Ritika N Rungta	–	–	–	–	–	–
Mrs Divya Tongya	–	–	3,638,921(5)	30.71	3,638,921	30.71
Dr B K Modi & Sons (HUF)	–	–	–	–	–	–
Spicebulls Investments Ltd	–	–	–	–	–	–
Spice Bulls Pte. Ltd.	468,670(2)(iii)	3.95	–	–	468,670	3.95
Innovative Management Pte. Ltd.	43,000(2)(iv)	0.36	–	–	43,000	0.36
S Global Innovation Centre Pte. Ltd.	3,638,921(2)(i)	30.71	–	–	3,638,921	30.71
Spice Connect Private Ltd	–	–	3,638,921(2)(i)	30.71	3,638,921	30.71
Ms Chada	487	*	–	–	487	*
Mr Raja Muhammad Shah Bin Abdullah	–	–	–	–	–	–
SAC Capital	–	–	–	–	–	–
Mr Bernard Lim Aik Kwang	35(6)	*	–	–	35	*

Notes:

(1) Based on the 11,851,225 Shares (excluding treasury Shares) in issue as at the Latest Practicable Date. This is based on a search conducted with ACRA on such date.

(2) Dr Modi is deemed interested in 4,561,251 Shares comprising the following:

(i) 3,638,921 Shares held directly by S Global Innovation Centre Pte. Ltd., as S Global Innovation Centre Pte. Ltd. is controlled by Dr Modi, Mr Dilip Modi and Mrs Divya Tongya. By virtue of Section 7 of the Companies Act, Smart Global Corporate Holding Private Limited (formerly, "Spice Global Investments Pvt Ltd", Global Tech Innovations Ltd (formed by amalgamation of Orion Telecoms Ltd, Dai (Mauritius) Company Ltd, Falcon Securities Ltd, Guiding Star Ltd and Christchurch Investments Ltd), SGlobal Holdings Limited, Prospective Infrastructure Pvt Ltd (now merged with Smart Global Corporate Holding Private Limited) and Spice Connect Private Ltd (formerly "Smart Ventures Private Ltd") are deemed to be interested in the 3,638,921 Shares held through S Global Innovation Centre Pte. Ltd.;

(ii) 410,660 Shares held directly by Smart Co. Holding Pte. Ltd. (formerly "S Global Holdings Pte. Ltd.") as Smart Co. Holding Pte. Ltd. is wholly-owned by Dr Modi;

(iii) 468,670 Shares held directly by Spice Bulls Pte. Ltd. as Spice Bulls Pte. Ltd. is wholly-owned by Smart Co Holding Pte Ltd, which is in turn wholly-owned by Dr Modi; and

(iv) 43,000 Shares held directly by Innovative Management Pte. Ltd. as Innovative Management Pte. Ltd. is wholly-owned by Dr Modi.

(3) Smart Co. Holding Pte. Ltd is deemed to be interested in 4,107,591 Shares comprising (i) 3,638,921 Shares indirectly held through S Global Innovation Centre Pte. Ltd., and (ii) 468,670 Shares held directly by Spice Bulls Pte. Ltd. as Spice Bulls Pte. Ltd. is wholly-owned by Smart Co. Holding Pte. Ltd.

(4) Mr Dilip Modi is deemed to be interested in 3,638,921 Shares through S Global Innovation Centre Pte. Ltd. as S Global Innovation Centre Pte. Ltd. is controlled by Dr Modi, Mr Dilip Modi and Mrs Divya Tongya.

(5) Mrs Divya Tongya is deemed to be interested in 3,638,921 Shares through S Global Innovation Centre Pte. Ltd. as S Global Innovation Centre Pte. Ltd. is controlled by Dr Modi, Mr Dilip Modi and Mrs Divya Tongya.

(6) Mr Bernard Lim Aik Kwang is a director of the Financial Adviser and is therefore a deemed concert party of the Offeror.

* Less than 0.01%

2. DEALINGS IN RELEVANT SECURITIES

As at the Latest Practicable Date, based on responses received pursuant to enquiries that the Offeror has made, neither the Offeror nor parties acting or deemed to be acting in concert with it had dealt for value in the Relevant Securities during the Reference Period.

1. DISCLOSURE OF INTERESTS

1.1 No Agreement having any Connection with or Dependence upon the Partial Offer

As at the Latest Practicable Date, there is no agreement, arrangement or understanding between (a) the Offeror or any party acting in concert with the Offeror and (b) any of the current or recent directors of the Company or any of the current or recent Shareholders having any connection with or dependence upon the Partial Offer.

1.2 Transfer of Offer Shares

As at the Latest Practicable Date, there is no agreement, arrangement or understanding whereby any Offer Shares acquired pursuant to the Partial Offer will be transferred to any other person. The Offeror, however, reserves the right to transfer any of the Offer Shares to its shareholders, any of its current or future related corporations (as defined in Section 6 of the Companies Act) or for the purpose of granting security in favour of financial institutions which have extended credit facilities to it.

1.3 No Payment or Benefit to Directors of the Company

As at the Latest Practicable Date, there is no agreement, arrangement or understanding for any payment or other benefit to be made or given to any director of the Company or any of its related corporations (as defined in Section 6 of the Companies Act) as compensation for loss of office or otherwise in connection with the Partial Offer.

1.4 No Agreement Conditional upon Outcome of Partial Offer

As at the Latest Practicable Date, there is no agreement, arrangement or understanding between (a) the Offeror and (b) any of the directors of the Company or any other person in connection with or conditional upon the outcome of the Partial Offer or is otherwise connected with the Partial Offer.

1.5 Transfer Restrictions

The Constitution of the Company does not contain any restrictions on the right to transfer the Offer Shares.

2. GENERAL

2.1 Costs and Expenses

All costs and expenses of or incidental to the preparation and circulation of this Offer Document, the Relevant Acceptance Forms (other than professional fees and other costs incurred or to be incurred by the Company relating to the Partial Offer or any revision thereof incurred or to be incurred by the Company relating to the Partial Offer) and stamp duty and transfer fees resulting from votes on and/or acceptances of the Partial Offer will be paid by the Offeror.

2.2 Consent

The Financial Adviser and the Share Registrar have each given and have not withdrawn their written consent to the issue of this Offer Document with the inclusion of their names and all references to their names in the form and context in which they appear in this Offer Document.

3. MARKET QUOTATIONS

3.1 Closing Prices of the Shares

The following table sets out the closing prices of the Shares on the SGX-ST, as extracted from Bloomberg L.P., on (a) the Latest Practicable Date, (b) 20 March 2019, being the Last Trading Day, and (c) the last Market Day (on which there were trades on the SGX-ST) of each of the six (6) calendar months preceding the Offer Announcement Date:

Date	Closing Price (S$)[1]
4 April 2019, being the Latest Practicable Date	3.450
20 March 2019, being the Last Trading Day	3.200
28 February 2019	3.500
31 January 2019	3.770
28 December 2018	3.810
29 November 2018	3.840
31 October 2018	3.880
28 September 2018	3.150

Note:

(1) Based on data extracted from Bloomberg L.P.

3.2 Highest and Lowest Closing Prices

During the period between the start of the six months preceding the Offer Announcement Date and the Latest Practicable Date, the highest and lowest closing prices of the Shares on the SGX-ST, as reported by Bloomberg L.P. are as follows:

(a) highest closing price: S$4.05 on 19 October 2018 and 22 October 2018; and

(b) lowest closing price: S$2.85 on 21 September 2018.

4. DOCUMENTS FOR INSPECTION

Copies of the following documents may be inspected at the office of Smart Entertainment Private Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 during normal business hours for the period for which the Partial Offer remains open for acceptance:

(a) the memorandum and articles of association of the Offeror;

(b) the letters of consent from the Financial Adviser and the Share Registrar referred to in **Paragraph 2.2** of this **Appendix 6**;

(c) the Offer Announcement; and

(d) the Offeror Financial Statements.

APPENDIX 7
BALANCE SHEET OF THE OFFEROR AS AT 30 SEPTEMBER 2018 AND 31 MARCH 2018

The Offeror's FY2018 Balance Sheet and 1H2019 Balance Sheet have been extracted from its financial statements and are set out below.

(INR'000)	Unaudited As at 30 September 2018	Audited As at 31 March 2018
ASSETS		
Non-current assets		
Property, plant and equipment	336,532	344,739
Financial assets		
Investments	2,738,596	2,738,337
Loans	2,032,510	1,456,111
Other financial assets	–	–
Other non-current assets	27,852	31,741
Total non-current assets	5,135,490	4,570,928
Current assets		
Inventories	194	194
Financial assets		
Investments	13,685	–
Trade receivables	229	496
Cash & cash equivalents	18,482	8,684
Loans	–	548,418
Other financial asset	195,411	201,485
Current tax assets (Net)	30,110	30,111
Other current assets	23,067	25,757
Total current assets	281,178	815,145
Total assets	5,416,668	5,386,073
EQUITY AND LIABILITIES		
Equity		
Equity share capital	143,056	143,056
Other equity	5,258,377	5,223,093
Total equity	5,401,433	5,366,150
Non-current liabilities		
Financial liabilities		
Borrowings	1,586	2,546
Provisions	588	588
Total non-current liabilities	2,174	3,134
Current liabilities		
Financial liabilities		
Trade payable	244	294
Other financial liabilities	11,428	14,308
Other current liabilities	1,363	2,161
Provisions	26	26
Total current liabilities	13,061	16,789
Total liabilities	15,235	19,923
Total equity and liabilities	5,416,668	5,386,073

APPENDIX 8
SIGNIFICANT ACCOUNTING POLICIES OF THE OFFEROR

The significant accounting policies of the Offeror have been extracted from its FY2018 Financial Statements and are set out below. For the purpose of this **Appendix 8**, all references to "company" or "Company" shall refer to the Offeror.

1. CORPORATE INFORMATION

The company has been incorporated on 24th January 1992 as per the certificate of Incorporation issued by the Registrar of Companies, Uttar Pradesh.

2. Significant accounting policies

2.1 Basis of preparation

The financial statements of the Company have been prepared in accordance with Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting Standards) Rules, 2016 (as amended).

The financial statements have been prepared on a historical cost basis, except for certain financial assets and liabilities which have been measured at fair value as mentioned in accounting policy. The accounting policies have been applied consistently over all the periods presented in the in Standalone financial statements.

2.2 Summary of Significant Accounting Policies

a. Current versus non-current classification

The Company presents assets and liabilities in the balance sheet based on current/ non-current classification. An asset is treated as current when it is:

- Expected to be realised or intended to be sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is current when:

- It is expected to be settled in normal operating cycle
- It is held primarily for the purpose of trading
- It is due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

The Company classifies all other liabilities as non-current.

Deferred tax assets and liabilities are classified as non-current assets and liabilities respectively.

The operating cycle is the time between the acquisition of assets for processing and their realisation in cash and cash equivalents. The Company has determined its operating cycle, as explained in Schedule III of the Companies Act, 2013, as twelve months having regard to the nature of business being carried out by the Company. The same has been considered for classifying assets and liabilities as 'current' and 'non-current' while preparing the financial statements.

b. Property, plant and equipment

Capital work in progress, property, plant and equipment is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any.

The cost of an asset includes the purchase cost including import duties and non-refundable taxes, borrowing costs if capitalization criteria are met and any directly attributable costs of bringing an asset to the location and condition of its intended use.

Subsequent expenditure related to an item of PPE is added to its carrying value only if it increases the future benefits from the existing asset beyond its previously assessed standard of performance.

All other expenditure related to existing assets including day-to-day repair and maintenance expenditure and cost of replacing parts, are charged to the statement of profit and loss in the period during which such expenditure is incurred.

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as per Schedule II of the Companies Act.

Depreciation commences when the assets are ready for their intended use. Depreciation on all PPE except land are provided on a straight-line method based on the estimated useful life of PPE.

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on de-recognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the income statement when the asset is derecognised.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

c. Intangible Assets

Intangible assets under development and intangible assets is stated at cost, net of accumulated amortisation and accumulated impairment losses, if any.

Cost is the amount of cash or cash equivalents paid or the fair value of other consideration given to acquire an asset at the time of its acquisition or construction, or, when applicable, the amount attributed to that asset when initially recognised in accordance with the specific requirements of other Indian Accounting Standards.

Amortisation is calculated on a straight-line basis over the estimated useful lives of the assets as follows complying the Ind AS 38 'Intangible Assets':

An item of intangible assets initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the income statement when the asset is derecognised.

The residual values, useful lives and methods of amortisation of intangible assets are reviewed at each financial year end and adjusted prospectively, if appropriate.

d. Impairment of tangible and intangible asset other than goodwill

At the end of each reporting period, the company reviews the carrying amounts of its tangible and intangible assets to determine whether there is any indication based on internal/ external factors that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). When it is not possible to estimate the recoverable amount of an individual asset, the company estimates the recoverable amount of the cash-generating unit to which the asset belongs. When a reasonable and consistent basis of allocation can be identified, corporate assets are also allocated to individual cash-generating units, or otherwise they are allocated to the smallest group of cash-generating units for which a reasonable and consistent allocation basis can be identified.

Intangible assets with indefinite useful lives and intangible assets not yet available for use are tested for impairment at least annually, and whenever there is an indication that the asset may be impaired.

Recoverable amount is the higher of fair value less costs of disposal and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognised immediately in the statement of profit and loss.

When an impairment loss subsequently reverses, the carrying amount of the asset (or a cash-generating unit) is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognised immediately in the statement of profit and loss.

e. Leases

Leases are classified as finance leases whenever the terms of the lease transfer substantially all the risks and rewards of ownership to the lessee. All other leases are classified as operating leases.

The Company as a lessor

Rental Income from operating leases is recognised on straight-line basis over the term of the relevant lease. Initial direct cost incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised on straight-line basis over the lease term.

The Company as a lessee

Assets held under finance leases are initially recognised as assets of the Company at their fair value at the inception of the lease or, if lower, at the present value of the minimum lease payments. The corresponding liability to the lessor is included in the balance sheet as a finance lease obligation. Lease payments are apportioned between finance expenses and reduction of the lease obligation so as to achieve a constant rate of interest on the remaining balance of the liability. Finance expenses are recognised immediately in Statement of Profit and Loss, unless they are directly attributable to qualifying assets, in which case they are capitalised in accordance with the Company's general policy on borrowing costs. Contingent rentals are recognised as expenses in the periods in which they are incurred.

Lease payments under an operating lease shall be recognised as an expense on a straight-line basis over the term of the relevant lease. Where the rentals are structured solely to increase in line with expected general inflation to compensate for the lessor's expected inflationary cost increases, such increases are recognised in the year in which such benefits accrue. Contingent rentals arising under operating leases are recognised as an expense in the period in which they are incurred.

Arrangements in the nature of lease

The Company enters into agreements, comprising a transaction or series of related transactions that does not take the legal form of a lease but conveys the right to use the asset in return for a payment or series of payments. In case of such arrangements, the Company applies the requirements of Ind AS 17 – Leases to the lease element of the arrangement. For the purpose of applying the requirements under Ind AS 17 – Leases, payments and other consideration required by the arrangement are separated at the inception of the arrangement into those for lease and those for other elements.

f. Foreign Currencies

The Company's financial statements are presented in ₹, which is also Company's functional currency.

Transactions in foreign currencies are initially recorded by the Company's at currency spot rates at the date the transaction first qualifies for recognition. Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Exchange differences arising on settlement or translation of monetary items are recognised in profit or loss.

Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates at the dates of the initial transactions.

At Balance Sheet Date, Foreign currency monetary items shall be translated using the closing rate. Non-monetary items that are measured in terms of historical cost in a foreign currency shall be translated using the exchange rate at the date of the transaction and non-monetary items that are measured at fair value in a foreign currency shall be translated using the exchange rates at the date when the fair value was measured.

g. Borrowing Costs

Borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale.

Interest income earned on the temporary investment of specific borrowings pending their expenditure on qualifying assets is deducted from the borrowing costs eligible for capitalisation.

All other borrowing costs are recognised in the Statement of Profit and Loss in the period in which they are incurred.

The Company suspends capitalisation of borrowing costs during extended periods in which it suspends active development of a qualifying asset.

h. Revenue Recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured, regardless of when the payment is being made. Revenue is measured at the fair value of the consideration received or receivable, taking into account contractually defined terms of payment and excluding taxes or duties collected on behalf of the government.

Interest Income

Interest revenue is recognized on a time proportion basis, taking into account the amount outstanding and the rates applicable. Interest income is included under the head "Other Income" in the statement of profit and loss.

Dividend Income

Dividend income is recognized when the Company's right to receive payment is established.

i. Taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted in India, at the reporting date.

Current income tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity). Current tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Current tax assets is offset against current tax liabilities if, and only if, a legally enforceable right exists to set off the recognised amounts and there is an intention either to settle on a net basis, or to realise the asset and settle the liability simultaneously.

Deferred tax

Deferred tax is recognised on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss
- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised, except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss
- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

MAT credit is recognised as an asset, whenever there is convincing evidence that the Company will pay normal income tax during the specified period. In the year in which the Minimum Alternative tax (MAT) credit becomes eligible to be recognized as an asset in accordance with the recommendations contained in Guidance Note issued by the Institute of Chartered Accountants of India, the said asset is created by way of a credit to the statement of profit and loss and shown as MAT Credit Entitlement. The Company reviews the same at each balance sheet date and writes down the carrying amount of MAT Credit Entitlement to the extent there is no longer convincing evidence to the effect that the Company will pay normal Income Tax during the specified period.

j. Employee benefits

Retirement benefit costs and termination benefits

Payments to defined contribution retirement benefit plans are recognised as an expense when employees have rendered service entitling them to the contributions.

For defined retirement benefit plans, the cost of providing benefits is determined using the projected unit credit method, with actuarial valuations being carried out at the end of each annual reporting period. Re-measurement, comprising actuarial gains and losses, the effect of the changes to the asset ceiling (if applicable) and the return on plan assets (excluding interest), is reflected immediately in the statement of financial position with a charge or credit recognised in other comprehensive income in the period in which they occur. Re-measurement recognised in other comprehensive income is reflected immediately in retained earnings and will not be reclassified to profit or loss. Past service cost is recognised in profit or loss in the period of a plan amendment. Net interest is calculated by applying the discount rate at the beginning of the period to the net defined benefit liability or asset. Defined benefit costs are categorised as follows:

– service cost (including current service cost, past service cost, as well as gains and losses on curtailments and settlements);
– net interest expense or income; and
– re-measurement

The Company presents the first two components of defined benefit costs in profit or loss in the line item 'Employee benefits expenses'. Curtailment gains and losses are accounted for as past service costs.

The retirement benefit obligation recognised in the statement of financial position represents the actual deficit or surplus in the Company's defined benefit plans. Any surplus resulting from this calculation is limited to the present value of any economic benefits available in the form of refunds from the plans or reductions in future contributions to the plans.

A liability for a termination benefit is recognised at the earlier of when the entity can no longer withdraw the offer of the termination benefit and when the entity recognises any related restructuring costs.

Short-term and other long-term employee benefits

A liability is recognised for benefits accruing to employees in respect of wages and salaries, annual leave in the period the related service is rendered at the undiscounted amount of the benefits expected to be paid in exchange for that service.

Liabilities recognised in respect of short-term employee benefits are measured at the undiscounted amount of the benefits expected to be paid in exchange for the related service.

Liabilities recognised in respect of other long-term employee benefits are measured at the present value of the estimated future cash outflows expected to be made by the Company in respect of services provided by employees up to the reporting date.

k. Provisions

Provisions are recognised when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. The expense relating to a provision is presented in the statement of profit and loss net of any reimbursement.

l. Contingent Liability

A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control of the Company or a present obligation that is not recognized because it is not probable that an outflow of resources will be required to settle the obligation. A contingent liability also arises in extremely rare cases where there is a liability that cannot be recognized because it cannot be measured reliably. The Company does not recognize a contingent liability but discloses its existence in the financial statements.

m. Earnings per share

Basic earnings per equity share is computed by dividing net profit after tax by the weighted average number of equity shares outstanding during the year. Diluted earnings per equity share is computed by dividing net profit after tax by the aggregate of weighted average number of equity shares and dilutive potential equity shares during the year.

n. Cash and cash equivalents

Cash and cash equivalent in the balance sheet comprise cash at banks and on hand, cheques on hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash and short-term deposits, as defined above, net of outstanding bank overdrafts as they are considered an integral part of the Company's cash management.

o. Inventories

Inventories are valued at lower of cost or net releasable value. Cost is determined on First in first out (FIFO) basis.

Net realizable value represents the estimated selling price in the ordinary course of business, less estimated costs of completion and estimated costs necessary to make the sale.

p. Fair value measurement

The Company measures financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Company.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 – Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For assets and liabilities that are recognised in the financial statements on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

The company determines the policies and procedures for both recurring fair value measurement, such as derivative instruments and unquoted financial assets measured at fair value, and for non-recurring measurement, such as assets held for distribution in discontinued operations.

At each reporting date, the company analyses the movements in the values of assets and liabilities which are required to be re-measured or re-assessed as per the Company's accounting policies. For this analysis, the Company verifies the major inputs applied in the latest valuation by agreeing the information in the valuation computation to contracts and other relevant documents.

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

q. Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets includes Security deposits, trade receivables, Investments, loans, cash & cash equivalent and other eligible current and non-current assets

Financial liabilities includes Loans from related party, trade payable, borrowings and eligible current and non-current liabilities

(i) Recognition

The company recognizes financial assets and financial liabilities when it becomes a party to the contractual provisions of the instrument

(ii) Measurement

i) Financial assets

A financial asset is measured at

– amortised cost or
– fair value either through other compressive income or through profit or loss

ii) Financial liability

A financial liabilities is measured at

– amortised cost using the effective interest method or
– fair value through profit or loss.

iii) Initial recognition and measurement:–

All financial assets and liabilities are recognized at fair value at initial recognition, plus or minus, any transaction cost that are directly attributable to the acquisition or issue of financial assets and financial liabilities that are not at fair value through profit or loss.

iv) Subsequent measurement

Financial assets as subsequent measured at amortised cost or fair value through other comprehensive income (FVOCI) or fair value through profit or loss (FVTPL) as the case may be.

Financial liabilities as subsequent measured at amortised cost or fair value through profit or loss.

Effective interest method

The effective interest method is a method of calculating the amortised cost of a debt instrument and of allocating interest income over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the debt instrument, or, where appropriate, a shorter period, to the net carrying amount on initial recognition.

Income is recognised on an effective interest basis for debt instruments other than those financial assets classified as at FVTPL. Interest income is recognised in profit or loss and is included in the "Other income" line item.

v) Financial assets

Trade Receivables

Trade receivables are the contractual right to receive cash or other financial assets and recognized initially at fair value. Subsequently measured at amortised cost (Initial fair value less expected credit loss). Expected credit loss is the difference between all contractual cash flows that are due to the company and all that the company expects to receive (i.e. all cash shortfall), discounted at the effective interest rate.

Equity investments

Investment in Subsidiary, associates & Joint venture

Investment in Subsidiary, associates & Joint venture is carried at cost as per Ind AS 27

Other equity Investment

All other equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS103 applies are classified as at FVTPL. For all other equity instruments, the company may make an irrevocable election to present in other comprehensive income subsequent changes in the fair value. The Company makes such election on an instrument by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the Company decides to classify an equity instrument as at Fair value to other comprehensive income (FVTOCI), then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to P&L, even on sale of investment. However, the company may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the P&L.

Cash and cash Equivalents:–

Cash and cash equivalent in the balance sheet comprise cash at banks and on hand and short-term deposits with an original maturity of three months or less, highly liquid investments that are readily convertible into known amounts of cash and which are subject to insignificant risk of changes in value.

Loans

Loans in the balance sheet comprise loans to body corporates, loans to employees and Security deposits. Loans are initially recognised at fair value and subsequently measured at amortised cost.

Impairment of Financial Assets:–

The company recognizes loss allowances using the expected credit loss (ECL) model for the financial assets which are not fair valued through profit or loss. Loss allowance for trade receivables with no significant financing component is measured at an amount equal to lifetime ECL. For all other financial assets, expected credit losses are measured at an amount equal to the 12-month ECL, unless there has been a significant increase in credit risk from initial recognition in which case those are measured at lifetime ECL. The amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date to the amount that is required to be recognised is recognized as an impairment gain or loss in profit or loss.

vi) Financial liabilities

Trade payables:–

Trade payables represent liabilities for goods and services provided to the Company prior to the end of financial year and which are unpaid. Trade payables are presented as current liabilities unless payment is not due within 12 months after the reporting period or not paid/payable within operating cycle. They are recognised initially at their fair value and subsequently measured at amortised cost using the effective interest method.

Borrowings:–

Borrowings are initially recognised at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognised in profit or loss over the period of the borrowings using the effective interest method. Fees paid on the establishment of loan facilities are recognised as transaction costs of the loan.

Borrowings are classified as current liabilities unless the Company has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period. Where there is a breach of a material provision of a long-term loan arrangement on or before the end of the reporting period with the effect that the liability becomes payable on demand on the reporting date, the company does not classify the liability as current, if the lender agreed, after the reporting period and before the approval of the financial statements for issue, not to demand payment as a consequence of the breach.

Equity Instruments:–

An equity instrument is any contract that evidences a residual interest in the assets of company after deducting all of its liabilities. Equity instruments are recognised at the proceeds received, net of direct issue costs.

Repurchase of the Company's own equity instruments is recognised and deducted directly in equity. No gain or loss is recognised in profit or loss on the purchase, sale, issue or cancellation of the Company's own equity instruments.

vii) Derecognition of financial instrument:–

The company derecognizes a financial asset when the contractual rights to the cash flows from the financial asset expire or it transfers the financial asset and the transfer qualifies for derecognition under Ind AS 109. A financial liability (or a part of a financial liability) is derecognized from the company's balance sheet when the obligation specified in the contract is discharged or cancelled or expires.

viii) Offsetting of financial instruments:–

Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously

ix) Derivative Financial Instruments:–

Derivatives are initially recognised at fair value at the date the derivative contracts are entered and are subsequently remeasured to their fair value at the end of each reporting period. The resulting gain or loss is recognised in profit or loss immediately unless the derivative is designated and effective as a hedging instrument, in which event the timing of the recognition in profit or loss depends on nature of the hedging relationship and the nature of the hedged item.

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