**COMPOSITE SCHEME OF AMALGAMATION**

**BETWEEN**

**DIGICONTENT LIMITED**

**("Transferor Company 1")**

**AND**

**NEXT MEDIAWORKS LIMITED**

**("Transferor Company 2")**

**AND**

**HT MOBILE SOLUTIONS LIMITED**

**("Transferor Company 3")**

**WITH**

**HT MEDIA LIMITED**

**("Transferee Company")**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**UNDER SECTIONS 230-232 OF THE COMPANIES ACT, 2013**

## A. PREAMBLE

This Composite Scheme of Amalgamation (hereinafter referred to as "Scheme") is presented under Sections 230-232 and other applicable provisions of the Companies Act, 2013 ("the Act") and Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 including any statutory modification(s), amendment(s), or re-enactment(s) thereof for the time being in force and in compliance with provisions of Section 2(1B) of the Income -tax Act, 1961, for:

- amalgamation of Digicontent Limited with HT Media Limited;
- amalgamation of Next Mediaworks Limited with HT Media Limited;
- amalgamation of HT Mobile Solutions Limited with HT Media Limited; and
- the consequent issuance of equity shares by HT Media Limited **(hereinafter referred to as the "Transferee Company")** to the shareholders of respective Transferor Companies (Transferor 1, Transferor 2 & Transferor 3 collectively referred to as "**Transferor Companies**") in the manner set out in this Scheme.

## B. BACKGROUND OF COMPANIES INVOLVED IN THE SCHEME

a) **Digicontent Limited** ("Transferor Company 1" or "DCL") is a public listed company incorporated under the provisions of the Companies Act, 2013 on 14th August 2017 in the name of "HT Digital Ventures Limited" bearing corporate identification number of L74999DL2017PLC322147. Subsequently on 24th October 2017, the name of the Transferor Company 1 was changed to "Digicontent Limited". The Registered office of DCL is situated at Hindustan Times house, 2nd Floor, 18-20, Kasturba Gandhi Marg, New Delhi -110001. Equity shares of DCL are listed on BSE Limited ("BSE") and National Stock Exchange Limited ("NSE"). DCL is engaged in Entertainment & Digital Innovation Business. As on the date of this Scheme, DCL is a fellow subsidiary of Transferee Company.

b) **Next Mediaworks Limited** ("Transferor Company 2" or "NMW") is a public listed company incorporated under the provisions of the Companies Act, 1956 on 12th March 1981 bearing corporate identification number of L22100MH1981PLC024052. The Registered office of NMW is situated at Unit 701 A, 7th Floor, Tower 2, Indiabulls Finance Centre, Senapati Bapat Marg, Elphinstone Road Mumbai, Maharashtra- 400013. Equity shares of NMW are listed on BSE and NSE. NMW is engaged in the business of FM Radio broadcasting through its subsidiary viz. Next Radio Limited which operates as FM Radio broadcaster under the brand "Radio One" in (i) Delhi, (ii) Mumbai, (iii) Chennai, (iv) Kolkata, (v) Bengaluru, (vi) Pune, and (vii) Ahmedabad. As on the date of this Scheme, NMW is a subsidiary of Transferee Company.

c) **HT Mobile Solutions Limited** ("Transferor Company 3" or "HTMS") is an unlisted public limited company incorporated under the provisions of the Companies Act, 1956 on 19th February 2009 bearing corporate identification number of U74900DL2009PLC187795. The Registered office of HTMS is situated at Hindustan Times House, Second Floor, 18-20 Kasturba Gandhi Marg, New Delhi - 110001. The main business of HTMS is to carry out mobile marketing, social media marketing, advertising, mobile CRM and loyalty campaigns, mobile music content and ring tones and integrates with other

media campaigns and strategies. As on the date of this Scheme, HTMS is an indirect subsidiary of Transferee Company.

d) **HT Media Limited** ("Transferee Company" or "HTML") is a public listed company incorporated under the provisions of the Companies Act, 1956 on 3rd December 2002 bearing corporate identification number of L22121DL2002PLC117874. The Registered office of HTML is situated at 18-20 Kasturba Gandhi Marg, New Delhi - 110001. Equity shares of HTML are listed on BSE and NSE. HTML is a diversified conglomerate, *inter alia*, engaged in printing and publication of newspapers and periodicals, radio broadcast & entertainment (under the brand name "Fever" and "Nasha") and digital business.

## C. RATIONALE OF THE SCHEME:

The Transferee Company is engaged in the business of printing and publication of newspapers along with operating radio broadcasting and digital business. The Transferor Companies and Transferee Company are desirous of consolidating their businesses under the Transferee Company. This would enable the business to scale up and pursue growth opportunities in a more focussed manner.

The Scheme will result in:

a) consolidation of businesses under the Transferee Company provides an increased capability to offer a wider portfolio of products and services to effectively address change in consumer preferences and market dynamics with a combined ability to integrate, innovate, customize and bundle the offerings and services of the Transferee and the Transferor Companies under a single platform and creation of a synergized go to market strategy which shall result in building a sustainable business;
b) consolidation of the Transferor Companies with the Transferee Company would also result in simplification of the holding structure;
c) reduction in management overlaps and elimination of legal and regulatory compliances & associated costs due to operation of multiple listed and unlisted entities;
d) optimisation of the allocated capital & availability of funds which can be deployed more efficiently to pursue the operational growth opportunities;
e) consolidation of businesses under the Transferee Company thereby resulting in synergies, pooling of financial, managerial, technical and human resources, thereby creating stronger base for future growth and value accretion for the stakeholders;
f) consolidation of businesses under the Transferee Company thereby resulting in savings of operational costs which has become critical for long term sustainability and will also lead to optimum utilisation of resources;
g) elimination of the need for inter-company transactions between the Transferor Companies and Transferee Company
h) post scheme, the Transferee Company would be in a better position to support and finance organic and inorganic expansion of the businesses;
i) post scheme, the Transferee Company would be in a position to offer a bouquet of media platforms which result in value accretion for all the stakeholders.

In the view of the above advantages and benefits, the Board of Directors of each of the Transferor Companies and the Transferee Company have formulated this Scheme pursuant to the provisions of Section 230-232 and other applicable provisions of the Act.

Further, the Board of Directors of each of the Transferor Companies and the Transferee Company are of the opinion that:

The Scheme would be beneficial to and in the best interest of the shareholders, creditors, employees, and other stakeholders of each of the Transferor Companies and Transferee Company along with general public at large.

## D. PARTS OF THE SCHEME

This Scheme is divided into the following Parts:

**PART A:** Definitions and Share Capital of all the Companies;

**PART B:** Amalgamation of Transferor Company 1 with Transferee Company and the consideration thereof;

**PART C:** Amalgamation of Transferor Company 2 with Transferee Company and the consideration thereof;

**PART D:** Amalgamation of Transferor Company 3 with Transferee Company and the consideration thereof;

**PART E:** Accounting Treatment in the books of Transferor Companies and Transferee Company for the Scheme; and

**PART F:** General Terms and Conditions applicable to all the Parts of the Scheme.

The Scheme, in no way, is a Scheme of compromise or arrangement with the creditors of any of the companies and the Scheme is not affecting the rights of the creditors as all the creditors will be paid/satisfied in full, as and when their respective amounts fall due in the usual course of business, by the Transferee Company.

The Scheme is not a Scheme of Corporate Debt Restructuring as envisaged under Section 230(2)(c) of the Act.

DIGICONTENT LIMITED

NEXT MEDIAWORKS LIMITED

HT MOBILE SOLUTIONS LIMITED

HT MEDIA LIMITED NEW DELHI

## PART A

## 1. DEFINITIONS AND SHARE CAPITAL OF ALL COMPANIES

### 1.1. DEFINITIONS

In this Scheme, unless repugnant to the context or meaning thereof, the following expressions shall have the following meanings:

a) **"Act" or "the Act"** means the Companies Act, 2013 and the Rules, regulations, notifications made thereunder including any statutory modifications, re-enactments or amendments thereof and also mean and refer to corresponding and enforceable Sections of Companies Act, 1956 and rules, regulations made thereunder, to the extent applicable;

b) **"Amalgamated Undertaking(s)"** shall mean and include the whole of the businesses and undertakings of the respective Transferor Company, as on the Appointed Date, being amalgamated with the Transferee Company and shall include (without limitation):

i. all the properties and assets, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent, deposits, investments of all kinds (including shares, scrips, stocks or pass through certificates), all cash balances with the banks, money at call and short notice, loans, advances, land and building leasehold or freehold, all fixed and movable plant and machinery, computers and accessories, software and related data & licenses, leasehold improvements, capital work-in progress, vehicles, furniture, fixtures, fittings, office equipment, telephone, facsimile and other communication facilities and equipment, electricals, appliances, accessories, deferred tax assets, contingent rights or benefits, lease and hire purchase contracts and assets, financial assets, benefit of insurance claims, receivables, cheques and other negotiable instruments (including post-dated cheques), benefit of assets or properties or other interest held in trust, benefit of any security arrangements, authorities, allotments, approvals, buildings and structures, office, residential and other premises, tenancies, leases, licenses (including all assignments and grants thereof), reserves, provisions, funds, security deposit refunds, sales or purchase order, powers, consents, authorities, registrations, agreements, contracts, engagements, all non-compete covenants, arrangements of all kinds, rights, titles, interests, benefits, leasehold rights, import quotas, registrations whether under Central, State or other laws, regulatory approvals, lower withholding certificates, tax credits (including MODVAT or CENVAT, Service Tax credits, input of Goods and Services Tax), incentives or subsidies or schemes of central or state or local governments, certifications and approvals, tax holiday benefits, tax incentives & exemptions (including but not limited to tax credits), Minimum Alternate Tax Credit entitlement ("MAT Credit") (whether recorded in the books or not), unabsorbed depreciation (to extent available under law), tax losses (to extent available under law), advance tax payments (including self-assessment tax & TDS) under Income-tax Act, 1961, easements, privileges, liberties, grants and advantages of whatsoever nature as may be available to the respective Transferor Company or in relation to any movable or immovable assets of the respective Transferor Company and including right to use and avail of telephones, telex, facsimile, e-mail, web-connections, leased line connections and installations, utilities, electricity and other services;

ii. investments in subsidiaries, joint ventures, associate companies, and other Persons in India or any jurisdiction outside India;

iii. any license fee/security deposits with any Appropriate Authority that may have been paid by the respective Transferor Company;

iv. all records, files, papers, computer programs along with their licenses, manuals, data, back-up copies, catalogues, drawings, sales, and advertising materials, lists and other details of present and former customers and suppliers, customers credit information, pricing information and other records and data whether in physical or electronic form in connection with or relating to the respective Transferor Company;

v. all intellectual property rights including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logo, websites, internet registrations, designs, copyrights, copyrights and other industrial designs and intellectual properties and rights of any nature whatsoever including know-how assignments and grants in respect thereof, trade secrets and all other interests exclusively relating to the respective Transferor Company;

vi. all applications made by the respective Transferor Company for purpose of registration of any intellectual property;

vii. all employees of the respective Transferor Company immediately preceding the approval or sanction of the Scheme by the Hon'ble NCLT;

viii. all the debts, liabilities, duties, and obligations present and future of each of the Transferor Companies including the contingent liabilities.

It is intended that the definition of Amalgamated Undertaking under this Clause would enable the transfer of all properties, assets, rights, duties, and liabilities of the respective Transferor Company into the Transferee Company pursuant to this Scheme unless otherwise provided in this Scheme.

c) **"Applicable Laws"** mean any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, orders, decree, ruling, bye-laws, approvals of any Appropriate Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the matter in question, whether in effect as of the date of this Scheme or at any time thereafter;

d) **"Appointed Date"** means the 1st April 2020;

e) **"Appropriate Authority"** means:

i. the Central Government (*as defined hereinafter*);

ii. the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, Tribunal, central bank, commission, or other authority thereof;

iii. any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi- governmental authority including (without limitation) stock exchanges, the Securities and Exchange Board of India, Reserve Bank of India, Ministry of

Information and Broadcasting, Ministry of Corporate Affairs, the Registrar of Companies, the NCLT (*as defined hereinafter*) and the Competition Commission of India; and

iv. any Stock Exchange

The term Appropriate Authorities shall be construed accordingly.

f) **"Board of Directors" or "Board"** means Board of Directors of each of the Transferor Companies and the Transferee Company, as the case may be, and include any Committee (s) of the Board, or any person or persons authorized by the Board of Directors of the respective companies for the purpose of matters pertaining to this Scheme or any other matter relating thereto;

g) **"Central Government"** for the present Scheme means and include but not limited to the concerned Regional Director of Ministry of Corporate Affairs for the Northern Region and Western Region and the Official Liquidator as appointed by the Central Government or such other authorities to whom powers under Sections 230 to 232 or under other applicable provisions (relevant to this Scheme) of the Act may be delegated from time to time;

h) **"Clause" and "Sub Clause"** means relevant clauses or sub clauses set out in the Scheme;

i) **"Effective Date"** means the date on which the last of the conditions mentioned in Clause 22 of the Scheme is fulfilled and the Scheme is made effective with effect from the Appointed Date. Any references in this Scheme to the "date of coming into effect of this Scheme" or "Effectiveness of the Scheme" or "Scheme taking effect" shall mean the Effective Date;

j) **"ESOP Plans"** shall mean, collectively all Employee Stock Option Schemes approved by the Board of Directors and shareholders of any of the Transferor Companies, as amended, modified, or replaced from time to time.

k) **"IND AS"** means the Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015;

l) **"IT Act"** means the Income-tax Act, 1961 and the rules made there under, as may be amended or re-enacted from time to time;

m) **"National Company Law Tribunal" or "NCLT" or "The Tribunal"** means the Hon'ble National Company Law Tribunal, New Delhi Bench having jurisdiction over DCL, HTMS, and HTML and Hon'ble National Company Law Tribunal, Mumbai Bench having jurisdiction over NMW or any other relevant bench of the Hon'ble National Company Law Tribunal constituted under Section 408 read with Section 419 of the Act having jurisdiction over the companies to sanction the Scheme, as and when the context may require;

n) **"Ongoing HTMS Scheme"** means the scheme of amalgamation under Section 203-232 of the Act for amalgamation of Firefly e-Ventures Limited, HT Digital Media Holdings Limited, HT Education Limited, HT Learning Centers Limited, India Education Services Private Limited and Topmovies Entertainment Limited with HTMS;

o) **"Permits"** means all consents, licenses, permits, permissions, authorisations, rights, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, or filings from any Appropriate Authority;

p) **"Record Date"** means the date fixed by the Board of Directors of the Transferee Company or any committee thereof, and the Board of Directors of the respective Transferor Company, for the purpose of determining names of the members of such Transferor Company, who shall be entitled to receive the equity shares in the Transferee Company pursuant to Clause 3.1, 6.1 and 9.1 of the Scheme, upon effectiveness of this Scheme;

q) **"Registrar of Companies"** means the Registrar of Companies, National Capital Territory of Delhi and Haryana and Registrar of Companies, Mumbai;

r) **"Scheme" or "Scheme of Amalgamation" or "this Scheme" or "the Scheme"** means and refers to this Scheme of Amalgamation involving amalgamation of all the Transferor Companies into the Transferee Company, as set out herein in its present form or with any modification(s) made as per Clause 21, subject to such modifications as may be deemed fit by the Hon'ble NCLT or any other Appropriate Authority having equal jurisdiction;

s) **"SEBI"** means the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992;

t) **"SEBI Circular"** means the circular issued by the SEBI, being Circular CFD/DIL3/CIR/2017/21 dated 10th March 2017, and any amendments thereof, modifications issued pursuant to regulations 11, 37 and 94 of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 including Circular CFD/DIL3/CIR/2017/26 dated 23rd March 2017, circular no CFD/DIL3/CIR/2017/105 dated Sep 21, 2017, circular no. CFD/DIL3/CIR/2018/2 dated 3 January 2018 and circular no. SEBI/HO/CFD/DIL1/CIR/P/2020/215 dated 3rd November 2020 and the Master Circular being Circular SEBI/HO/CFD/DIL1/CIR/P/2020/249 issued by SEBI on December 22, 2020;

u) **"Stock Exchanges"** means BSE limited ("BSE") and the National Stock Exchange of India Limited ("NSE");

v) **"Transferor Companies"** mean, together the Transferor Company 1, Transferor Company 2 and Transferor Company 3, and a "Transferor Company" shall mean any and each of them, as relevant.

The expressions which are used in this Scheme and not defined in this Scheme, shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning as ascribed to them under the Act, IT Act, Indian Accounting Standard, as may be applicable and other Applicable Laws, rules, regulations, byelaws, as the case may be, or any statutory modification or re-enactment thereof from time to time. Wherever reference is made to the Hon'ble NCLT in the Scheme, the reference would include, if appropriate, reference to the concerned Bench of Hon'ble NCLT or such other forum or authority as may be vested with the powers of the Hon'ble NCLT under the Act.

**1.2. DATE OF COMING INTO EFFECT**

1.2.1. The various Parts of the Scheme as set out herein, in its present form or with any modification(s) and amendments (s) made under Clause 21 of the Scheme or as approved or imposed or directed by the

Hon'ble NCLT, Stock Exchanges, SEBI or any other Appropriate Authorities, as the case may be and applicable, shall come into effect from the Appointed Date or such other Appointed Date as may be approved by the Hon'ble NCLT or any other competent authority having power to sanction the Scheme, but shall be made operative from the Effective Date.

1.2.2. Notwithstanding, anything contained in this Scheme, if for any reason any Part of this Scheme being Part B or Part C or Part D of the Scheme is found to be unviable or unworkable qua the relevant Transferor Company or cannot be effected together with other Parts of the Scheme in a consolidated manner including on account of non- approval of the Scheme by the Appropriate Authority or by requisite majority of the shareholders of the relevant Transferor Companies, the same shall not, unless decided otherwise by the Boards of the Transferee Company and other Transferor Companies, affect the validity or implementation of the other Parts of this Scheme. For avoidance of doubt, it is hereby clarified that each part of this Scheme being Part B or Part C, or Part D, are severable and can be made effective independently along with the applicable clauses of this Scheme as contained in Part A, Part E and Part F of this Scheme, subject to Clause 22 of this Scheme. It is further clarified that for the purpose of Part A, Part E and Part F of this Scheme, the term Transferor Company or the Transferor Companies shall be construed accordingly.

**1.3. COMPLIANCE WITH TAX LAW**

Apart from meeting the commercial and business interest of the parties as specified hereinbefore, this Scheme, in so far as it relates to the Amalgamation, has been drawn-up to comply with the conditions relating to "Amalgamation" as specified under the IT Act, including Section 2(1B), Section 47, Section 2(42A), Section 49 and Section 72A and all other relevant provisions of the Income tax Act, 1961 or any amendment or re-enactment thereto.

If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the IT Act at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of such law shall prevail, and the Scheme shall stand modified to the extent determined necessary to comply with the applicable provisions. Such modification will however not affect the other parts of the Scheme and the power to make any such amendments shall vest with the Board of Directors or any other Committee of the Board to which such power has been delegated by respective Transferor Companies and the Transferee Company.

**1.4. UNLESS THE CONTEXT OTHERWISE REQUIRES**:

a) The singular shall include the plural and vice versa; and references to one gender include all genders.

b) Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation.

c) References to an article, clause, section, part, or paragraph is, unless indicated to the contrary, reference to an article, clause, section, part or paragraph of this Scheme.

d) References to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, or partnership (whether or not having separate legal personality).

e) Reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule, or regulation as it may, from time to time, be amended, supplemented, or re-enacted, or to any law, provision, rule, or regulation that replaces it.

f) Reference to a document includes amendment or supplement to, or replacement or novation of that document.

## 1.5. SHARE CAPITAL STRUCTURE

The share capital structure of the Transferor Companies and the Transferee Company, are given as under:

### 1.5.1. Share Capital of DCL

The Authorized, Issued, Subscribed and Paid-up Share Capital of DCL as on the date of approval of this Scheme by the Board of DCL is as under:

| **Particulars** | **Amount (INR)** |
|---|---|
| **Authorised Share Capital** | |
| 6,00,00,000 Equity shares of INR 2/- each | 12,00,00,000 |
| **Total** | **12,00,00,000** |
| **Issued, Subscribed and Paid-Up Share Capital** | |
| 5,81,87,078 Equity shares of INR 2/- each | 11,63,74,156 |
| **Total** | **11,63,74,156** |

The equity shares of DCL are listed on BSE and NSE.

### 1.5.2. Share Capital of NMW

The Authorized, Issued, Subscribed and Paid-up Share Capital of NMW as on the date of approval of this Scheme by the Board of NMW is as under:

| **Particulars** | **Amount (INR)** |
|---|---|
| **Authorised Share Capital** | |
| 8,00,00,000 Equity shares of INR 10/- each | 80,00,00,000 |
| **Total** | **80,00,00,000** |
| **Issued, Subscribed and Paid-Up Share Capital** | |
| 6,68,92,908 Equity shares of INR 10/- each | 66,89,29,080 |
| **Total** | **66,89,29,080** |

The equity shares of NMW are listed on BSE and NSE.

1.5.3. **Share Capital of HTMS**

The Authorized, Issued, Subscribed and Paid-up Share Capital of HTMS as on the date of approval of this Scheme by the Board of HTMS is as under:

| **Particulars** | **Amount (INR)** |
|---|---|
| **Authorised Share Capital** | |
| 41,000,000 Equity Shares of INR 10/- each | 410,000,000 |
| 50,000,000 0.1% Optionally Convertible Cumulative Preference Shares (OCCPS) of INR 0.10/- each | 5,000,000 |
| **Total** | **415,000,000** |
| **Issued, Subscribed and Paid-Up Share Capital** | |
| 35,458,598 Equity Shares of INR 10/- each fully paid up | 354,585,980 |
| **Total** | **354,585,980** |

The Authorized, Issued, Subscribed and Paid-up Share Capital of HTMS (after considering the effect of the Ongoing HTMS Scheme) is as under:

| **Particulars** | **Amount (INR)** |
|---|---|
| **Authorised Share Capital** | |
| 55,34,00,000 Equity Shares of INR 10/- each fully paid up | 553,40,00,000 |
| **Total** | **5,53,40,00,000** |
| **Issued, Subscribed and Paid-Up Share Capital** | |
| 5,04,15,889 Equity Shares of INR 10/- each fully paid up | 50,41,58,890 |
| **Total** | **50,41,58,890** |

1.5.4. **Share Capital of HTML**

The Authorized, Issued, Subscribed and Paid-up Share Capital of HTML as on the date of approval of this Scheme by the Board of HTML is as under:

| **Particulars** | **Amount (INR)** |
|---|---|
| **Authorised Share Capital** | |
| 362,500,000 Equity shares of INR 2/- each | 72,50,00,000 |
| **Total** | **72,50,00,000** |
| **Issued, Subscribed and Paid-Up Share Capital** | |

| | |
|---|---|
| 232,748,314 Equity shares of INR 2/- each | 46,54,96,628 |
| **Total** | **46,54,96,628** |

The equity shares of HTML are listed on BSE and NSE.

**1.6. MAIN OBJECTS**

1.6.1. The Main Objects of DCL as on the date of filing of this Scheme are, inter alia, as follows:

1. To engage in, deal, carry out any activity or business in the digital media space and electronic media, for creation, dissemination and/or integration of news, knowledge, information, entertainment, brand/event promotion and content of general interest, in English, Hindi or any other language, across the globe through networking, telecom, web-page design, creation, hosting, radio, television and/or any other mode of communication whether currently in vogue or which may in vogue in the future.

2. To carry on in India or elsewhere, the business to produce, promote, manage, project, procure, acquire rights, develop digital and other tools, create, curate, edit, aggregate, digital content (including photo, audio and video content) and/or to participate in, manufacture, process, aggregate, accumulate, syndicate, prepare, alter, develop, edit, exhibit, broadcast, transmit, make, remake, display, print, reprint, convert, duplicate, finish, buy, sell, promote, run, import, export, act as broker, agent, distributor, proprietor, organizers, promoter, sponsors, copyright owner, audit & video right owner, media partners/ advisors or deal in any manner, in all kinds of audio, video, photo or digital content, live and recorded sports, entertainment events, music, news & current affair events, summits, pageants, concerts, shows, exhibitions, premiers, in all languages in India or elsewhere.

3. To carry on by itself, or through franchisees or licensees, classified advertisement business including but not limited to jobs, education, property, automobile, matrimonial, travel, sale or purchase of merchandise and/or providing services in relation thereto, through internet or any other digital medium; to provide web-based services, including but not limited to gaming, blogging, audio-video streaming etc. by designing, creating, hosting, servicing web-sites or any other platform, establishing, providing, operating and managing, e-commerce, direct-to-home, m-commerce platforms, for sale of all categories of products and / or services; to create, develop and market any technology for facilitation of mobile or electronic or internet based payments or any other technology based payments for transactions, whether currently in vogue or which may be in vogue in the future.

4. To carry on any business relating to Internet or e-mail, networking and communication environments, including but not limited to search engines, jobs, education, property, automobile, classifieds, matrimonial, travel, sale/purchase of merchandise and/or providing services etc. through internet/on-line medium and/or to provide various web-based services, including but not limited to gaming, blogging, audio/video streaming etc. by designing, creating, hosting, servicing etc. appropriate web-sites, merchandising the web-sites or any other internet based media, to be the licensee of different web-sites, to manage, operate and maintain web-sites of different types (content, technical or otherwise) web related products or internet related activities and to execute ecommerce, e-logic, e-solutions, business of internet service, electronic mail service, facsimile service, content marketing efficiency model, content and event aggregation for online medium and/or mobile applications, providing or engaging in

business of m-commerce solutions, providing content for value added services in mobile telephones and/or other communication systems and to carry on any internet, web-based or any other prevalent or future technology based business.

5. To carry on the business to act as advisors, consultants, guides, executants, agents, liaison representatives or in any other manner, for marketing promotion and/or brand promotion, including business-to-business solutions of any product, person, entity, advertisement and public relations agency, government and non-governmental organization, through all communication mediums, including but not limited to newspaper, magazine, pamphlet, publications, television, events, conferences, radio, mobile, internet, satellite in India or abroad or any other kind of media currently in vogue or which may be in vogue in the future.

1.6.2. The Main Objects of NMW as on the date of filing of this Scheme, inter alia, as follows:

(1) To carry on business as printers & publishers of any newspapers, journals, magazines books and other literary works undertakings and publications including printings of reports, accounts statements & stationery, calendars. pictures and other works of arts.

IA. To carry on the trade or business as manufacturers ,suppliers, broadcasters, marketers or in any other manner of audio programmes, audio commercials, in-flight audio for airlines, instore audio for retail business, tailor made audio programmes for local and export markets ,for advertisers and their agencies, audio programming for other parties ,and for these purposes to apply for ,bid, establish ,expand and acquire by any means, radio stations, time slots on radio channels of ALL INDIA RADIO (AIR) and other channels under AIR'S scheme to permit private operators to operate segments of AM/FM output on stations owned by government, A IR or any other persons or body.

IB. To carry on business of manufacturers, producers, exhibitors, importers, exporters and distributors of television programs, television films and television software.

IC. To carry on busines, of Advertising agents and for that purpose to purchase and sell advertising time or space on any radio stations or television center in India or abroad or any other kind of media currently in vougue or which may be in vougue at any time like cinematography and including newspaper ,souvenirs, hoardings, neon-signs, buses. bus shelters, railways stations, electric poles and other display device of all kinds and descriptions to promote the sale or any other interest of its clients.

ID. To provide on-line and/or interactive information and news for business and general use and systems or processes relating to the production, storage ,distribution, marketing, networking and research through internets/portals and satellite technology and sale of goods and/or relating to the rendering of services, ecommerce and provide data processing techniques for systems, software and hardware solutions and programming ,work and to buy, sell, hire, let on hire, lease, import, export, use, operate, convert, alter and in any manner, considered expedient to deal in such software systems.

IE. To deal in internet commerce and all internet related activity thereby taking advantage of Electronic commerce possibilities on the internet including telemarketing, database marketing ,internet marketing, automated sales calls and interactive voice response, electronic catalogs, supply-change management, merchandising trading. storage .delivery of goods, internet based post sales and maintenance ,support and electronic payment system.

IF. To engage in the production, distribution, commissioning, acquisition, of copyrights of films, entertainment programmes, music, videos, entertainment events, game shows , talk shows, etc. and to deal in such properties, whether in India or Overseas, for all kinds of exhibition and commercial exploitation of such rights."

1G. To set up TV stations, radio stations, broadcasting stations, cable networks and web-casting facilities for distribution of all products and services for the purpose of consumer entertainment, information, education, knowledge, music, and other emerging products/services.

1.6.3. The Main Objects of HTMS as on the date of filing of this Scheme are, inter alia, as follows:

A. To conduct business in field of mobile/wireless communication providing Business to Business solutions in the areas like mobile marketing solutions for brands, mobile/wireless communication solution for enterprise(s), value added service and platform solutions for mobile network/service providers.

B. To carry on or engage in the business of all types of on-line, internet and mobile based services and activities like electronic mail, facsimile service, search engines, jobs, property, automobile, classifieds, matrimonial, travel, social networking, news & current affairs, education, gaming, electronic-mail, securities trading, and value-added services related thereto, sale, purchase and marketing of merchandise and services etc., providing all types of facilities and services through on-line, internet and mobile based platform like gaming, blogging, audio/video, streaming etc., designing, creating, hosting, servicing merchandising and marketing of web-sites, content and database of all kinds, marketing and sale of advertisement space in own and other's web-sites and all types of internet and mobile based platform, marketing by all means, including on-line and off-line means, own and other's on-line, internet and mobile based business, executing mobile-commerce, e-commerce, e-logic and e-solutions, content and event aggregation for online, web-based and mobile-based applications, and providing content for value added services in mobile telephones and/or other communication platforms etc.

C. To carry on the business of designing, developing, researching and otherwise dealing or handling all types of telecom products including value added services, software systems, with all products and services of m-commerce, web, telecom, datacom, networking, electronic media, e-commerce, internet, and all kinds of communication system, including software platforms managed services to financial sector and the government sector, and to carry on the business of providing software platforms and managed services to the telecommunications sector enabling value added services, mobile application services to access the mobile marketing channels to 1my or all business service users including users in the business of media and retail.

D. To purchase and sell advertising time or space on any media like, newspaper, magazine, pamphlet, publications, television, radio, mobile, internet, satellite in India or abroad or any other kind of media currently in vogue or which may be in vogue at any time, and to act as agent or representative for any person(s) or entities for soliciting/booking advertisements and/or any other promotional, commercial and other programmes on any form of media or medium including collection of charges and remittances thereof to principals and any other activities related to or necessary in the context of the said business.

E. To purchase or import, take on lease or in exchange or hire or otherwise acquire any movable or immovable property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, building, easement, rights, privileges, concessions, machinery, plant or any other property or assets.

1.6.4. The Main Objects of HTML as on the date of filing of this Scheme, inter alia, as follows:

1. To print, publish, conduct for sale or deal in one or more newspapers, periodicals, magazines books, pamphlets etc., either daily or otherwise, in English, Hindi or any other language.
2. To manufacture, produce, exhibit, distribute, buy, and sell, assign, licence, telecast, broadcast news and current affairs, television films, commercial films, video films, video magazines and to engage in other similar activities related thereto.
3. To engage in the business of dissemination of news, knowledge, and information of general interest, across the globe, through web-page design, creation, hosting and any business relating to the Internet or e-mail, networking, and communication environments.
4. To engage in the business of radio broadcast and all other allied activities including producing, buying, selling and distribution of radio programs.
5. To carry on in India and elsewhere the business to produce, promote, manage, project, procure or acquire rights, participate, manufacture, process, prepare, alter, develop, expose, edit, exhibit, broadcast, transmit, make, remake, display, print, reprint, convert, duplicate, finish, buy, sell, run, import, export and deal in any manner, to act as broker, agent, distributor, proprietor, organizers, promoters, sponsors, copyright owners, audio & video right owners, media partners and media advisors of all kinds of live and recorded sports, entertainment events, news & current affair events, summits, pageants, concerts, shows, exhibitions, premiers in all languages in India or elsewhere.
6. To carry on business as advertising agent, to purchase and sell advertising time or space on any media like, newspaper, magazine, pamphlet, publications, television, radio, mobile, internet, satellite in India or abroad or any other kind of media currently in vogue or which may be in vogue at any time, and to act as agent or representative for any person(s) or entities for soliciting/booking advertisements and/or any other promotional, commercial and other programmes on any form of media or medium including collection of charges and remittances thereof to principals and any other activities related to or necessary in the context of the said business.
7. To act as manufacturers, importers, exporters and dealers in all kinds and classes of paper, board, or any other articles or things of a character similar or analogous to the foregoing.
8. To provide managerial, consulting and/or advisory based services.
9. To establish, purchase, acquire, operate, manage, maintain, develop, and /or run, either on its own, or in collaboration with others, coaching classes, training centers, schools, colleges, universities, bureaus, websites, research laboratories and other academic/non-academic institutions, for imparting primary, secondary and higher level education, in all disciplines of arts, science, commerce, engineering, medicine, para-medical, management, computers, management and information technology, in and outside India, by way of oral, written, correspondence, teleconferencing and online courses.

HT MEDIA LIMITED NEW DELHI

DIGICONTENT LIMITED

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HT MEDIA SOLUTIONS LIMITED

**PART -B**

**AMALGAMATION OF THE TRANSFEROR COMPANY 1 INTO AND WITH THE TRANSFEREE COMPANY**

**2. TRANSFER AND VESTING OF ASSETS AND LIABILITIES OF THE TRANSFEROR COMPANY 1 INTO AND WITH THE TRANSFEREE COMPANY**

**2.1.** Upon coming into effect of the Scheme and with effect from the Appointed Date and subject to the terms of the Scheme:

2.1.1. The Amalgamated Undertaking of the Transferor Company 1 as defined in Clause 1.1 shall, under the provisions of the Act and pursuant to the Order of the Hon'ble NCLT, without any further act, instrument, or deed, be and stand transferred to and vested in and be available to the Transferee Company as a going concern so as to become as and from the Appointed Date the estates, assets, rights, title, interests and authorities, etc. of the Transferee Company.

2.1.2. All the debts, liabilities, duties, and obligations present and future of Transferor Company 1 (including contingent liabilities, if any) shall, without any further act, instruments or deed shall stand transferred to the Transferee Company pursuant to the applicable provisions of the said Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.

2.1.3. All the profits or income accruing or arising to the Transferor Company 1 or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company 1 shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes of expenditure or losses or taxes of the Transferee Company, as the case may be. It is clarified for the purpose of brevity that all assets and receivables, whether contingent or otherwise, of the Transferor Company 1 as on the Appointed Date, whether provided for or not, in the books of account and all other assets or receivables which may accrue or arise on or after the Appointed Date shall be deemed to be the assets and receivables or otherwise, as the case may be of the Transferee Company.

2.1.4. All the *inter-se* contracts solely between Transferor Companies and between the Transferor Company 1 and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company. For avoidance of doubt, it is hereby clarified that there will be no accrual of income or expense or interest or any other charges on account of any such *inter-se* transactions in the nature of sale or transfer of goods, material or services or deposits or balances between Transferor Companies and between the Transferor Company 1 and the Transferee Company.

**2.2.** Subject to forgoing clauses of the Scheme as stated above, in respect of such of the assets of the Transferor Company 1, including cash and bank balances, as are movable in nature or are otherwise capable of transfer by manual delivery or by paying over or by endorsement and or delivery, the same shall be so transferred by the Transferor Company 1 with effect from the Appointed Date, after the Scheme is sanctioned by the Hon'ble NCLT without requiring any deed or instruments of conveyance for the same and shall, upon such transfer, become the property, estate, assets, rights, title, interest and authorities of the Transferee Company.

**2.3.** The transfer and vesting of the properties, assets, liabilities, and undertakings of the Transferor Company 1 to and in Transferee Company under Clause 2.1 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

2.3.1. All the existing securities, mortgages, charges, encumbrances or liens (the 'Encumbrances'), if any, as on the Appointed Date or created by the Transferor Company 1 after the Appointed Date, over the properties, assets, undertakings or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of such Transferor Company, the same shall, after Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Company 1 over its assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of Transferee Company.

2.3.2. The existing Encumbrances over the assets and liabilities of Transferee Company or any part thereof which relate to the liabilities and obligations of Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company 1 transferred to and vested in the Transferee Company by virtue of this Scheme.

2.3.3. Any reference in any security documents or arrangements (to which the Transferor Company 1 is a party) to the Transferor Company 1 and its assets and properties, shall be construed as a reference to Transferee Company and the assets and properties of the Transferor Company 1 transferred to Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company 1 and Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.

**2.4.** Subject to foregoing Clauses of the Scheme, all estates, assets, rights, title, control, enjoyment, benefits, interests and authorization accrued to and/or acquired by the Transferor Company 1 after the Appointed Date and prior to the approval of the Scheme by the Hon'ble NCLT shall be deemed to have been accrued to and or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of this Scheme, pursuant to the provisions of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to the extent and shall become the estates, assets, rights, title, interests and authorization of the Transferee Company which shall meet, discharge and satisfy the same.

**2.5.** Subject to the provisions of this Scheme, all the loans raised and utilized, all debts, duties, undertakings, obligations, and liabilities incurred or undertaken by the Transferor Company 1 after the Appointed Date and prior to the approval of the Scheme by the Hon'ble NCLT shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Scheme coming into effect shall stand transferred or be deemed to be transferred, without any further act, instrument or deed to the Transferee Company so as to become as and from the

Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

**2.6.** Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies or between the Transferor Company 1 and Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of account and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations amongst the Transferor Company 1 and Transferor Companies or amongst Transferor Company 1 and Transferee Company with effect from the Appointed Date.

**2.7.** The transfer and vesting of the Transferor Company 1 under above mentioned Clause(s) and the continuance of the proceedings by the Transferee Company shall not affect any transactions or proceedings, already concluded by the Transferor Company 1 in the ordinary course of business on and after the Appointed Date.

**2.8.** In respect of any other asset other than those referred to in sub-clause 2.1 of the Scheme above, the same shall without any further act, instrument, or deed, be transferred to and vest in and or be deemed to be transferred and vested in the Transferee Company on the Appointed Date pursuant to the provisions of the Section 230-232 of the Act.

**2.9.** For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of bank accounts of the Transferor Company 1, have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company 1 in the name of Transferor Company 1 in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment, which are in the name of Transferor Company 1, after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of Transferor Company 1 for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of Transferor Company 1. To the extent such collection is made in the name of Transferor Company 1, it shall also without any further act or deed be and stand transferred to the Transferee Company. It is hereby expressly clarified that any legal proceedings by or against Transferor Company 1, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment, which are in the name of Transferor Company 1 shall be instituted, or as the case may be, continued by or against the Transferee Company after the coming into effect of this Scheme.

**2.10.** Upon sanction of the Scheme, the Transferee Company may at any time in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation, in favour of the secured creditors, if any, of the Transferor Company 1 or in favour of any other party to any contract or arrangement to which of the Transferor Company 1 is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company

shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company 1 and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Company 1 as is to be carried out or performed.

**2.11.** It is clarified that all assets and liabilities, whether contingent or otherwise, of the Transferor Company 1 as on the start of business on the Appointed Date, whether provided for or not, in the books of account and all other assets or liabilities which may accrue or arise on or after the Appointed Date shall be the assets and liabilities or otherwise, as the case may be of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is party to any contract or arrangement by virtue of which such assets, debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.

**2.12.** In case any of the liabilities and obligations pertaining to the Transferor Company 1 as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Company 1 after the Appointed Date and prior to the sanction of the Scheme by the Hon'ble NCLT, such discharge shall be deemed to have been for and on account of the Transferee Company.

**3. CONSIDERATION**

**3.1.** Upon the date of coming into effect of this Scheme and in consideration of the transfer and vesting of the Transferor Company 1 in the Transferee Company, the Transferee Company shall, without any further act or deed, issue and allot to the equity shareholders of the Transferor Company 1, whose names appear in the Register of Members of the Transferor Company 1, on the Record date in the following proportion namely:

*"4 (Four) fully paid-up equity shares of face value of Rs. 2 (Rupees Two) each of the Transferee Company shall be issued and allotted as fully paid-up equity shares to the equity shareholders of Digicontent Limited, for every 13 (Thirteen) fully paid-up equity shares of face value of Rs.2 (Rupees Two) each held by them in Digicontent Limited"*

It is clarified that the issuance of shares by the Transferee Company, in case of a shareholder holding less than 13 shares of Transferor Company 1, shall be determined on the basis of the above swap ratio for the actual number of shares held by such shareholder.

No fractional shares shall be issued by the Transferee Company. Fractional entitlements, if any, arising shall be rounded off to the nearest integer. A fraction of less than half shall be rounded down to the nearest lower integer and a fraction of half or more shall be rounded up to the nearest highest integer.

**3.2.** The equity shares issued by the Transferee Company pursuant to Clause 3.1 above, shall be issued in dematerialized form. The register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws, shall be updated to reflect the issue of new equity shares by the Transferee Company in terms of this Scheme. The shareholders of the Transferor Company 1 who hold equity shares in physical form, should provide the requisite details relating to his/ her/ its account with a depository participant or other confirmations in writing as may be required, to the Transferor Company 1 and/or its registrar, at least 30 days prior to the Record Date to enable the Transferee Company to issue its equity shares in dematerialized form. In case

no such details have been provided by any shareholder who holds shares of the Transferor Company 1 in physical form, the Transferee Company may allot physical shares to such shareholder.

**3.3.** The equity shares of the Transferee Company to be issued to the shareholders of the Transferor Company 1 in terms of Clause 3.1 above, shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari- passu, in all respects with the then existing equity shares of the Transferee Company, if any including dividends.

**3.4.** Where the equity shares of the Transferee Company are to be allotted, pursuant to Clause 3.1 above, to heirs, executors, or administrators or, as the case may be, to successors of deceased equity shareholders of Transferor Company 1, the concerned heirs, executors, administrators or successors shall be obliged to produce evidence of title satisfactory to the Board of Directors of the Transferee Company.

**3.5.** The equity shares to be issued by the Transferee Company, pursuant to Clause 3.1 above, in respect of any equity shares of the Transferor Company 1, which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall, pending allotment or settlement of dispute by order of court or otherwise, be held in abeyance by the Transferee Company.

**3.6.** The approval of this Scheme by the shareholders of the Transferee Company shall be deemed to be in due compliance of the provisions of section 62 of the Act and other applicable provisions of the Act, for the issue and allotment of equity shares by the Transferee Company to the shareholders of Transferor Company 1, as provided in this Scheme

**3.7.** The Transferee Company shall apply for listing of its equity shares issued in terms of Clause 3.1 above on the Stock Exchanges in terms of and in compliance of the SEBI Circular. The equity shares issued by the Transferee in terms of Clause 3.1 above, pursuant to the Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the Stock Exchange(s).

**3.8.** The Transferee Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchange(s).

**3.9.** The Transferee Company shall, if and to the extent required to, apply for and/or intimate and/or obtain any approvals from the concerned regulatory authorities for issue and allotment of shares pursuant to the Scheme including the provisions of Foreign Exchange Management Act, 1999, if any.

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## PART -C

## AMALGAMATION OF THE TRANSFEROR COMPANY 2 INTO AND WITH THE TRANSFEREE COMPANY

### 4. TRANSFER AND VESTING OF ASSETS AND LIABILITIES OF THE TRANSFEROR COMPANY 2 INTO AND WITH THE TRANSFEREE COMPANY

**4.1.** Upon coming into effect of the Scheme and with effect from the Appointed Date and subject to the terms of the Scheme:

**4.1.1.** The Amalgamated Undertaking of the Transferor Company 2 as defined in Clause 1.1 shall, under the provisions of the Act and pursuant to the Order of the Hon'ble NCLT, without any further act, instrument, or deed, be and stand transferred to and vested in and be available to the Transferee Company as a going concern so as to become as and from the Appointed Date the estates, assets, rights, title, interests and authorities, etc. of the Transferee Company.

**4.1.2.** All the debts, liabilities, duties, and obligations present and future of Transferor Company 2 (including contingent liabilities, if any) shall, without any further act, instruments or deed shall stand transferred to the Transferee Company pursuant to the applicable provisions of the said Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.

**4.1.3.** All the profits or income accruing or arising to the Transferor Company 2 or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company 2 shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes of expenditure or losses or taxes of the Transferee Company, as the case may be. It is clarified for the purpose of brevity that all assets and receivables, whether contingent or otherwise, of the Transferor Company 2 as on the Appointed Date, whether provided for or not, in the books of account and all other assets or receivables which may accrue or arise on or after the Appointed Date shall be deemed to be the assets and receivables or otherwise, as the case may be of the Transferee Company.

**4.1.4.** All the *inter-se* contracts solely between Transferor Companies and between the Transferor Company 1 and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company. For avoidance of doubt, it is hereby clarified that there will be no accrual of income or expense or interest or any other charges on account of any such *inter-se* transactions in the nature of sale or transfer of goods, material or services or deposits or balances between Transferor Companies and between the Transferor Company 1 and the Transferee Company.

**4.1.5.** Subject to forgoing clauses of the Scheme as stated above, in respect of such of the assets of the Transferor Company 2, including cash and bank balances, as are movable in nature or are otherwise capable of transfer by manual delivery or by paying over or by endorsement and or delivery, the same shall be so transferred by the Transferor Company 2 with effect from the Appointed Date, after the Scheme is sanctioned by the Hon'ble NCLT without requiring any deed or instruments of conveyance for the same and shall, upon such transfer, become the property, estate, assets, rights, title, interest and authorities of the Transferee Company.

**4.1.6.** The transfer and vesting of the properties, assets, liabilities, and undertakings of the Transferor Company 2 to and in Transferee Company under Clause 4.1 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

**4.1.7.** All the existing securities, mortgages, charges, encumbrances or liens (the 'Encumbrances'), if any, as on the Appointed Date or created by the Transferor Company 2 after the Appointed Date, over the properties, assets, undertakings or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of such Transferor Company, the same shall, after Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to Transferee Company, and such Encumbrances shall not related or attach to any of the other assets of Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Company 2 over its assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of Transferee Company.

**4.1.8.** The existing Encumbrances over the assets and liabilities of Transferee Company or any part thereof which relate to the liabilities and obligations of Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company 2 transferred to and vested in the Transferee Company by virtue of this Scheme.

**4.1.9.** Any reference in any security documents or arrangements (to which the Transferor Company 2 is a party) to the Transferor Company 2 and its assets and properties, shall be construed as a reference to Transferee Company and the assets and properties of the Transferor Company 2 transferred to Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company 2 and Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.

5.1. Subject to foregoing Clauses of the Scheme, all estates, assets, rights, title, control, enjoyment, benefits, interests and authorization accrued to and/- or acquired by the Transferor Company 2 after the Appointed Date and prior to the approval of the Scheme by the Hon'ble NCLT shall be deemed to have been accrued to and or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of this Scheme, pursuant to the provisions of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to the extent and shall become the estates, assets, rights, title, interests and authorization of the Transferee Company which shall meet, discharge and satisfy the same.

5.2. Subject to the provisions of this Scheme, all the loans raised and utilized, all debts, duties, undertakings, obligations, and liabilities incurred or undertaken by the Transferor Company 2 after the Appointed Date and prior to the approval of the Scheme by the Hon'ble NCLT shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Scheme coming into effect shall stand transferred or be deemed to be transferred, without any further act, instrument or deed to the Transferee Company so as to become as and from the Appointed

Date, the debts, liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

5.3. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies or between the Transferor Company 2 and Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of account and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations amongst the Transferor Company 2 and Transferor Companies or amongst Transferor Company 2 and Transferee Company with effect from the Appointed Date.

5.4. The transfer and vesting of the Transferor Company 2 under above mentioned Clause(s) and the continuance of the proceedings by the Transferee Company shall not affect any transactions or proceedings, already concluded by the Transferor Company 2 in the ordinary course of business on and after the Appointed Date.

5.5. In respect of any other asset other than those referred to in sub-clause 4.1 of the Scheme above, the same shall without any further act, instrument, or deed, be transferred to and vest in and or be deemed to be transferred and vested in the Transferee Company on the Appointed Date pursuant to the provisions of the Section 230-232 of the Act.

5.6. For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of bank accounts of the Transferor Company 2, have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company 2 in the name of Transferor Company 2 in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment, which are in the name of Transferor Company 2, after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of Transferor Company 2 for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of Transferor Company 2. To the extent such collection is made in the name of Transferor Company 2, it shall also without any further act or deed be and stand transferred to the Transferee Company. It is hereby expressly clarified that any legal proceedings by or against Transferor Company 2, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment, which are in the name of Transferor Company 2 shall be instituted, or as the case may be, continued by or against the Transferee Company after the coming into effect of this Scheme.

5.7. Upon sanction of the Scheme, the Transferee Company may at any time in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation, in favour of the secured creditors, if any, of the Transferor Company 2 or in favour of any other party to any contract or arrangement to which of the Transferor Company 2 is a party or any writings as may be necessary to be

executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company 2 and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Company 2 as is to be carried out or performed.

5.8. It is clarified that all assets and liabilities, whether contingent or otherwise, of the Transferor Company 2 as on the start of business on the Appointed Date, whether provided for or not, in the books of account and all other assets or liabilities which may accrue or arise on or after the Appointed Date shall be the assets and liabilities or otherwise, as the case may be of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is party to any contract or arrangement by virtue of which such assets, debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.

5.9. In case any of the liabilities and obligations pertaining to the Transferor Company 2 as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Company 2 after the Appointed Date and prior to the sanction of the Scheme by the Hon'ble NCLT, such discharge shall be deemed to have been for and on account of the Transferee Company.

## 6. CONSIDERATION

6.1. Upon the date of coming into effect of this Scheme and in consideration of the transfer and vesting of the Transferor Company 2 in the Transferee Company, the Transferee Company shall, without any further act or deed, issue and allot to the equity shareholders of the Transferor Company 2 (other than where shareholder is itself the Transferee Company), whose names appear in the Register of Members of the Transferor Company 2 as on the Record date in the following proportion namely:

*"1(One) fully paid-up equity share of face value of Rs. 2 (Rupees Two) each of the Transferee Company shall be issued and allotted as fully paid-up equity shares to the equity shareholders of Next Mediaworks Limited, for every 14 (Fourteen) fully paid-up equity shares of face value of Rs.10 (Rupees Ten) each held by them in Next Mediaworks Limited, subject to provisions of Clause 6.2 below"*

It is clarified that the issuance of shares by the Transferee Company, in case of a shareholder holding less than 14 shares of Transferor Company 2, shall be determined on the basis of the above swap ratio for the actual number of shares held by such shareholder.

No fractional shares shall be issued by the Transferee Company. Fractional entitlements, if any, arising shall be rounded off to the nearest integer. A fraction of less than half shall be rounded down to the nearest lower integer and a fraction of half or more shall be rounded up to the nearest highest integer.

6.2. No shares shall be issued or allotted by the Transferee Company in respect of the shares held (including beneficial rights held in shares) by the Transferee Company itself in the Transferor Company 2, and all such shares shall stand cancelled and extinguished without any further application act or deed.

6.3. The equity shares issued by the Transferee Company pursuant to Clause 6.1 above, shall be issued in dematerialized form. The register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the

relevant depository and registrar and transfer agent in terms of Applicable Laws, shall be updated to reflect the issue of new equity shares by the Transferee Company in terms of this Scheme. The shareholders of the Transferor Company 2 who hold equity shares in physical form, should provide the requisite details relating to his/ her/ its account with a depository participant or other confirmations in writing as may be required, to the Transferor Company 2 and/or its registrar, at least 30 days prior to the Record Date to enable the Transferee Company to issue its equity shares in dematerialized form. In case, no such details have been provided by any shareholder who holds shares of the Transferor Company 2 in physical form, the Transferee Company may allot physical shares to such shareholder.

6.4. The equity shares of the Transferee Company to be issued to the shareholders of the Transferor Company 2 in terms of Clause 6.1 above, shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari- passu, in all respects with the then existing equity shares of the Transferee Company, if any including dividends.

6.5. Where the equity shares of the Transferee Company are to be allotted, pursuant to Clause 6.1 above, to heirs, executors, or administrators or, as the case may be, to successors of deceased equity shareholders of Transferor Company 2, the concerned heirs, executors, administrators or successors shall be obliged to produce evidence of title satisfactory to the Board of Directors of the Transferee Company.

6.6. The equity shares to be issued by the Transferee Company, pursuant to Clause 6.1 above, in respect of any equity shares of the Transferor Company 2, which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall, pending allotment or settlement of dispute by order of court or otherwise, be held in abeyance by the Transferee Company.

6.7. The approval of this Scheme by the shareholders of the Transferee Company shall be deemed to be in due compliance of the provisions of section 62 of the Act and other applicable provisions of the Act, for the issue and allotment of equity shares by the Transferee Company to the shareholders of Transferor Company 2, as provided in this Scheme

6.8. The Transferee Company shall apply for listing of its equity shares issued in terms of Clause 6.1 above on the Stock Exchanges in terms of and in compliance of the SEBI Circular. The equity shares issued by the Transferee in terms of Clause 6.1 above, pursuant to the Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the Stock Exchange(s).

6.9. The Transferee Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchange(s).

6.10. The Transferee Company shall, if and to the extent required to, apply for and/or intimate and/or obtain any approvals from the concerned regulatory authorities for issue and allotment of shares pursuant to the Scheme including the provisions of Foreign Exchange Management Act, 1999, if any.

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## PART -D

## AMALGAMATION OF THE TRANSFEROR COMPANY 3 INTO AND WITH THE TRANSFEREE COMPANY

### 7. TRANSFER AND VESTING OF ASSETS AND LIABILITIES OF THE TRANSFEROR COMPANY 3 INTO AND WITH THE TRANSFEREE COMPANY

7.1. Upon coming into effect of the Scheme and with effect from the Appointed Date and subject to the terms of the Scheme:

7.1.1. The Amalgamated Undertaking of the Transferor Company 3 as defined in Clause 1.1 shall, under the provisions of the Act and pursuant to the Order of the Hon'ble NCLT, without any further act, instrument, or deed, be and stand transferred to and vested in and be available to the Transferee Company as a going concern so as to become as and from the Appointed Date the estates, assets, rights, title, interests and authorities, etc. of the Transferee Company.

7.1.2. All the debts, liabilities, duties, and obligations present and future of Transferor Company 3 (including contingent liabilities, if any) shall, without any further act, instruments or deed shall stand transferred to the Transferee Company pursuant to the applicable provisions of the said Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.

7.1.3. All the profits or income accruing or arising to the Transferor Company 3 or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company 3 shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes of expenditure or losses or taxes of the Transferee Company, as the case may be. It is clarified for the purpose of brevity that all assets and receivables, whether contingent or otherwise, of the Transferor Company 3 as on the Appointed Date, whether provided for or not, in the books of account and all other assets or receivables which may accrue or arise on or after the Appointed Date shall be deemed to be the assets and receivables or otherwise, as the case may be of the Transferee Company.

7.1.4. All the *inter-se* contracts solely between Transferor Companies and between the Transferor Company 3 and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company. For avoidance of doubt, it is hereby clarified that there will be no accrual of income or expense or interest or any other charges on account of any such *inter-se* transactions in the nature of sale or transfer of goods, material or services or deposits or balances between Transferor Companies and between the Transferor Company 3 and the Transferee Company.

7.2. Subject to forgoing clauses of the Scheme as stated above, in respect of such of the assets of the Transferor Company 3, including cash and bank balances, as are movable in nature or are otherwise capable of transfer by manual delivery or by paying over or by endorsement and or delivery, the same shall be so transferred by the Transferor Company 3 with effect from the Appointed Date, after the Scheme is sanctioned by the Hon'ble NCLT without requiring any deed or instruments of conveyance for the same and shall, upon such transfer, become the property, estate, assets, rights, title, interest and authorities of the Transferee Company.

7.3. The transfer and vesting of the properties, assets, liabilities, and undertakings of the Transferor Company 3 to and in Transferee Company under Clause 7.1 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

7.3.1. All the existing securities, mortgages, charges, encumbrances or liens (the 'Encumbrances'), if any, as on the Appointed Date or created by the Transferor Company 3 after the Appointed Date, over the properties, assets, undertakings or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of such Transferor Company, the same shall, after Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to Transferee Company, and such Encumbrances shall not related or attach to any of the other assets of Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Company 3 over its assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of Transferee Company.

7.3.2. The existing Encumbrances over the assets and liabilities of Transferee Company or any part thereof which relate to the liabilities and obligations of Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company 3 transferred to and vested in the Transferee Company by virtue of this Scheme.

7.3.3. Any reference in any security documents or arrangements (to which the Transferor Company 3 is a party) to the Transferor Company 3 and its assets and properties, shall be construed as a reference to Transferee Company and the assets and properties of the Transferor Company 3 transferred to Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company 3 and Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.

7.4. Subject to foregoing Clauses of the Scheme, all estates, assets, rights, title, control, enjoyment, benefits, interests and authorization accrued to and/- or acquired by the Transferor Company 3 after the Appointed Date and prior to the approval of the Scheme by the Hon'ble NCLT shall be deemed to have been accrued to and or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of this Scheme, pursuant to the provisions of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to the extent and shall become the estates, assets, rights, title, interests and authorization of the Transferee Company which shall meet, discharge and satisfy the same.

7.5. Subject to the provisions of this Scheme, all the loans raised and utilized, all debts, duties, undertakings, obligations, and liabilities incurred or undertaken by the Transferor Company 3 after the Appointed Date and prior to the approval of the Scheme by the Hon'ble NCLT shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Scheme coming into effect shall stand transferred or be deemed to be transferred, without any further act, instrument or deed to the Transferee Company so as to become as and from the

Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

7.6. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies or between the Transferor Company 3 and Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of account and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations amongst the Transferor Company 3 and Transferor Companies or amongst Transferor Company 3 and Transferee Company with effect from the Appointed Date.

7.7. The transfer and vesting of the Transferor Company 3 under above mentioned Clause(s) and the continuance of the proceedings by the Transferee Company shall not affect any transactions or proceedings, already concluded by the Transferor Company 3 in the ordinary course of business on and after the Appointed Date.

7.8. In respect of any other asset other than those referred to in sub-clause 7.1 of the Scheme above, the same shall without any further act, instrument, or deed, be transferred to and vest in and or be deemed to be transferred and vested in the Transferee Company on the Appointed Date pursuant to the provisions of the Section 230-232 of the Act.

7.9. For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of bank accounts of the Transferor Company 3, have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company 3 in the name of Transferor Company 3 in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment, which are in the name of Transferor Company 3, after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of Transferor Company 3 for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of Transferor Company 3. To the extent such collection is made in the name of Transferor Company 3, it shall also without any further act or deed be and stand transferred to the Transferee Company. It is hereby expressly clarified that any legal proceedings by or against Transferor Company 3, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment, which are in the name of Transferor Company 3 shall be instituted, or as the case may be, continued by or against the Transferee Company after the coming into effect of this Scheme.

7.10. Upon sanction of the Scheme, the Transferee Company may at any time in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation, in favour of the secured creditors, if any, of the Transferor Company 3 or in favour of any other party to any contract or arrangement to which of the Transferor Company 3 is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company

shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company 3 and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Company 3 as is to be carried out or performed.

7.11. It is clarified that all assets and liabilities, whether contingent or otherwise, of the Transferor Company 3 as on the start of business on the Appointed Date, whether provided for or not, in the books of account and all other assets or liabilities which may accrue or arise on or after the Appointed Date shall be the assets and liabilities or otherwise, as the case may be of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is party to any contract or arrangement by virtue of which such assets, debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.

7.12. In case any of the liabilities and obligations pertaining to the Transferor Company 3 as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Company 3 after the Appointed Date and prior to the sanction of the Scheme by the Hon'ble NCLT, such discharge shall be deemed to have been for and on account of the Transferee Company.

## 8. EXISTING SCHEME OF ARRANGEMENT BY HTMS

8.1. An NCLT application for sanction of the Ongoing HTMS Scheme (Application No. CA(CAA)-72/ND/2020 dated December 16, 2020) with an appointed date of April 01, 2020 has been filed with Hon'ble NCLT, Division Bench, Delhi Bench III. The application is currently pending for being approved by said Hon'ble NCLT.

8.2. Under the Ongoing HTMS Scheme, HTMS is the transferee company while all the transferor companies of the Ongoing HTMS Scheme are direct or indirect subsidiaries of HT Media Limited (i.e. the Transferee Company).

8.3. For avoidance of doubts, it is hereby clarified that notwithstanding anything contained in this Scheme, the effectiveness of Part D of this Scheme shall be conditional upon the sanction/approval of the Ongoing HTMS Scheme by Hon'ble NCLT, Division Bench, Delhi Bench III and hence, Part D of this Scheme shall come into effect only after giving effect to the Ongoing HTMS Scheme.

## 9. CONSIDERATION

9.1. Upon the date of coming into effect of this Scheme and in consideration of the transfer and vesting of the Transferor Company 3 in the Transferee Company, the Transferee Company shall, without any further act or deed, issue and allot to the equity shareholders of the Transferor Company 3, whose names appear in the Register of Members of the Transferor Company 3 (other than where shareholder is itself the Transferee Company), on the Record date in the following proportion namely:

*"1 (One) fully paid-up equity share of face value of Rs. 2 (Rupees Two) each of the Transferee Company shall be issued and allotted as fully paid-up equity shares to the equity shareholders of HT Mobile Solutions Limited, for every 12 (Twelve) fully paid-up equity shares of face value of Rs.10 (Rupees Ten) each held by them in HT Mobile Solutions Limited, subject to provisions of Clause 9.2 below"*

For avoidance of doubt, it is being clarified that the above share swap ratio has been determined based on the valuation of the Transferee Company as on the date of the Board meeting approving the Scheme.

in compliance with the pricing provisions of Chapter V of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018.

It is further clarified that the issuance of shares by the Transferee Company, in case of a shareholder holding less than 12 shares of Transferor Company 3, shall be determined on the basis of the above swap ratio for the actual number of shares held by such shareholder.

Further, the above stated consideration for transfer and vesting of the Transferor Company 3 with the Transferee Company has been determined after taking into account the effect of the Ongoing HTMS Scheme.

No fractional shares shall be issued by the Transferee Company. Fractional entitlements, if any, arising shall be rounded off to the nearest integer. A fraction of less than half shall be rounded down to the nearest lower integer and a fraction of half or more shall be rounded up to the nearest highest integer.

9.2. No shares shall be issued or allotted by the Transferee Company in respect of the shares held (including beneficial rights held in shares) by the Transferee Company itself in the Transferor Company 3, and all such shares shall stand cancelled and extinguished without any further application act or deed.

9.3. The equity shares issued by the Transferee Company pursuant to Clause 9.1 above, shall be issued in dematerialized form. The register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws, shall be updated to reflect the issue of new equity shares by the Transferee Company in terms of this Scheme. The shareholders of the Transferor Company 3 who hold equity shares in physical form, should provide the requisite details relating to his/ her/ its account with a depository participant or other confirmations in writing as may be required, to the Transferor Company 3 and/or its registrar, at least 30 days prior to the Record Date to enable the Transferee Company to issue its equity shares in dematerialized form. In case, no such details have been provided by any shareholder who holds shares of Transferor Company 3 in physical form, the Transferee Company may allot physical shares to such shareholder.

9.4. The equity shares of the Transferee Company to be issued to the shareholders of the Transferor Company 3 in terms of Clause 9.1 above, shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari- passu, in all respects with the then existing equity shares of the Transferee Company, if any including dividends.

9.5. Where the equity shares of the Transferee Company are to be allotted, pursuant to Clause 9.1 above, to heirs, executors, or administrators or, as the case may be, to successors of deceased equity shareholders of Transferor Company 3, the concerned heirs, executors, administrators or successors shall be obliged to produce evidence of title satisfactory to the Board of Directors of the Transferee Company.

9.6. The equity shares to be issued by the Transferee Company, pursuant to Clause 9.1 above, in respect of any equity shares of the Transferor Company 3, which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall, pending allotment or settlement of dispute by order of court or otherwise, be held in abeyance by the Transferee Company.

9.7. The approval of this Scheme by the shareholders of the Transferee Company shall be deemed to be in due compliance of the provisions of section 62 of the Act and other applicable provisions of the Act, for

the issue and allotment of equity shares by the Transferee Company to the shareholders of Transferor Company 3, as provided in this Scheme

9.8. The Transferee Company shall apply for listing of its equity shares issued in terms of Clause 9.1 above on the Stock Exchanges in terms of and in compliance of the SEBI Circular. The equity shares issued by the Transferee in terms of Clause 9.1 above, pursuant to the Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the designated Stock Exchange.

9.9. The Transferee Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchanges.

9.10. The Transferee Company shall, if and to the extent required to, apply for and/or intimate and/or obtain any approvals from the concerned regulatory authorities for issue and allotment of shares pursuant to the Scheme including the provisions of Foreign Exchange Management Act, 1999, if any.

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## PART - E

## ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEROR COMPANIES AND TRANSFEREE COMPANY

### 10. ACCOUNTING TREATMENT

**Accounting treatment in the books of the respective Transferor Company:**

Upon the Scheme coming into effect and pursuant to the provisions of the Act and receipt of relevant approvals, the respective Transferor Company will dissolve without winding up and no specific accounting is prescribed in the Indian Accounting Standards specified under Section 133 of the Companies Act 2013 for such transfer.

**Accounting treatment in the books of the Transferee Company:**

10.1. On effectiveness of the Scheme, since the transaction involves entities which are ultimately controlled by the same party before and after the transaction, the Transferee Company shall account for amalgamation in its books of account in accordance with Appendix C 'Business combinations of entities under common control' of the Indian Accounting Standard (Ind AS) 103 for Business Combination prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles, as may be amended from time to time, as under:

10.2. The Transferee Company shall record the assets and liabilities of the each of the Transferor Companies vested in it pursuant to this Scheme, at their respective carrying values and in the same form as appearing in the books of the respective Transferor Company

10.3. The identity of the reserves of Transferor Companies shall be preserved and the Transferee Company shall record the reserves of the Transferor Companies in the same form, manner and at the same values as they appear in the financial statements of the respective Transferor Company

10.4. The Transferee Company shall credit its share capital account with the aggregate face value of the equity shares issued by it to the equity shareholders of each of the Transferor Companies pursuant to Clause 3.1, 6.1 & 9.1 of this Scheme.

10.5. The difference, if any, between carrying amount of the assets and liabilities and reserves of each of the Transferor Companies as recorded under Clause 10.1 and 10.2 & 10.3 above, and the share capital account credited by the Transferee Company with aggregate face value of the equity shares as recorded under Clause 10.4 above, shall be transferred to Capital Reserve.

10.6. If there are any loans, advance, or other obligations (including but not limited to any guarantees, letter of credit, letter of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form) that are due between any of the Transferor Companies and the Transferee Company or between any of the Transferor Companies inter se, if any, shall, ispso facto, stand discharged and come to end and the same shall be eliminated by giving appropriate elimination effect in the books of account and records of the Transferee Company in the manner determined by the Board of Directors of the Transferee Company.

10.7. If considered appropriate for compliance with Accounting Standards, the Transferee Company may make suitable adjustment as may be permitted under the provisions of Companies Act 2013 and related applicable rules, to the accounting treatment and adjust the effect thereof in the manner determined by the Board of Directors of the Transferee Company.

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## PART - F

## GENERAL TERMS AND CONDITIONS

### 11. TRANSACTIONS BETWEEN APPOINTED DATE AND UPTO EFFECTIVE DATE

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

11.1. Each of the Transferor Companies shall carry on and be deemed to have carried on its respective activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its business, properties, assets, and undertakings for and on account of and in trust for the Transferee Company.

11.2. Any income or profit accruing or arising to the respective Transferor Company and all costs, charges, expenses and losses or taxes (including deferred tax balances, if any) incurred by the respective Transferor Company shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes (including deferred tax balances, if any), as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed of in any manner as it thinks fit including declaration of dividend, issue of bonus shares by the Transferee Company. Any advance tax paid or TDS certificates received and self-assessment tax etc. paid by each of the Transferor Companies be treated and be deemed to be and accrue as taxes paid by the Transferee Company.

11.3. Each of the respective Transferor Companies shall carry on its activities with reasonable diligence, prudence and shall not venture into or expand any new business, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of the Transferee Company.

11.4. The Transferee Company and each of the respective Transferor Company, unless expressly prohibited under this Scheme shall carry on its business in ordinary course and shall also be inter alia permitted to make a payment or distribution of dividend in any manner, alter its share capital in any manner including any sub-division of shares, change in the constitutional documents including the objects or name of the company, any issue of shares or other securities, acquisition and/ or restructuring with the approval of its Board or shareholders, as the case may be.

### 12. TREATMENT OF TAX

12.1. The amalgamation of the respective Transferor Company with the Transferee Company shall take place in accordance with the Scheme as per the provisions of Section 2(1B) of the Income-tax Act, 1961.

12.2. With effect from the Appointed Date and upon the effectiveness of the Scheme, all taxes, duties, cess, receivables/ payables by each of the respective Transferor Companies including all or any refunds/ credits/ claims/ tax losses/ unabsorbed depreciation/MAT credit relating thereto available subject to the extent of the applicable laws shall be treated as the assets/ liability or refund/ credit/ claims/ tax losses/ unabsorbed depreciation, as the case may be, of the Transferee Company.

12.3. Upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise its income tax returns (including tax deducted at source ('TDS') certificates/ returns) and other direct and indirect tax returns filed under the relevant tax laws and to claim refunds, prepaid taxes i.e., TDS, self-

assessment tax, advance tax and withholding tax credits, etc., relating to any Transferor Company pursuant to the provisions of this Scheme. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have expired.

12.4. Any refund, under the IT Act, 1961, Goods & Service Tax, Services Tax laws, Excise Duty laws, Central Sales Tax, applicable State Value Added Tax laws or other applicable laws/ regulations dealing with taxes/ duties/ levies due to any of the Transferor Company consequent to the assessment made on it and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company upon this Scheme becoming effective.

12.5. The tax payments (including, without limitation income tax, Goods & Service Tax, Service Tax, Excise Duty, Central Sales Tax, applicable State Value Added Tax, etc.) whether by way of tax deducted at source, advance tax, all earnest monies, security deposits provisional payments, payment under protest, or otherwise howsoever, by any of the Transferor Companies after the Appointed Date, shall be deemed to be paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

12.6. Further, any tax deducted at source by any party with respect to any of the Transferor Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

12.7. Obligation for deduction of tax at source on any payment made by or to be made by any of the Transferor Company from the Appointed Date to the effective Date shall be made or deemed to have been made and duly complied with by the Transferee Company.

12.8. Upon the Scheme becoming effective, all un-availed credits and exemptions, benefit of lower withholding certificates. benefit of carried forward losses, MAT credit (whether or not recorded in the books) and other statutory benefits, including in respect of income tax, Goods and Service Tax, Cenvat, Customs, VAT, Sales Tax, Service Tax etc. relating to any of the Transferor Company, shall subject to the extent of the applicable laws, be available to and vest in the Transferee Company, without any further act or deed.

**13. LEGAL PROCEEDINGS**

13.1. All legal proceedings of whatsoever nature by or against any of the respective Transferor Company pending and or arising at the Appointed Date and relating to any of its properties, assets, debts, rights, liabilities, duties and obligations referred above, shall be continued and or enforced until the approval of the Scheme as desired by the Transferee Company and as and from the approval of the Scheme shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against such Transferor Company. On and from the approval of the Scheme, the Transferee Company shall and may, if required, initiate any legal proceedings in its name in relation to the Transferor Companies in the same manner and to the same extent as would or might have been initiated by the respective Transferor Company.

**14. PERMITS**

14.1. With effect from the Appointed Date, all the Permits (including the licenses granted by any governmental, statutory or regulatory bodies) held or availed of by, and all rights and benefits that have accrued to, the respective Transferor Company, pursuant to the provisions of Section 232 of the Act

shall without any further act, instrument or deed, be transferred to, and vest in, or be deemed to have been transferred to, and vested in, and be available to, the Transferee Company so as to become as and from the Appointed Date, the Permits, estates, assets, rights, title, interests and authorities of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in Applicable Laws. Upon the Effective Date and until the Permits are transferred, vested, recorded, effected, and/ or perfected, in the record of the Appropriate Authority, in favour of the Transferee Company, the Transferee Company is authorized to carry on business in the name and style of the Transferor Companies, and under the relevant license and/ or Permit and/ or approval, as the case may be, and the Transferee Company shall keep a record and/ or account of such transactions.

**15. CONTRACTS AND DEEDS**

15.1. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, licenses, insurance policies and other instruments, if any, of whatsoever nature, including without limitation for the purpose of carrying on the business, to which any of the Transferor Companies are parties and subsisting or having effect on the date of sanction of the Scheme shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies , the Transferee Company had been a party thereto. Upon this Scheme becoming effective, the rights, benefits, privileges, duties, liabilities, obligations and interest whatsoever, arising from or pertaining to contracts, shall be deemed to have been entered into and stand assigned, vested and novated to the Transferee Company by operation of law and the Transferee Company shall be deemed to be the Transferor Companies' substituted party or beneficiary or obligor thereto, it being always understood that the Transferee Company shall be the successor in the interest of the Transferor Companies.

15.2. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings, or confirmations on behalf of the respective Transferor Company and to implement or carry out all formalities required on the part of the respective Transferor Company to give effect to the provisions of this Scheme. It is clarified that any inter-se contracts between and amongst the Transferor Companies and the Transferee Company as on the sanction of the Scheme shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company.

15.3. All subsisting agreements or arrangements or licenses or permissions or registrations of the respective of Transferor Company relating to the use of patents, patent applications, trademarks (including logos), brands, designs, copyrights, domain names, payment gateways, websites, and or technology and all other intellectual property and rights, shall accrue to and for the benefit of the Transferee Company.

15.4. The Scheme shall not in any manner effect the rights of the creditors, if any, of each the Transferor Companies, the Transferee Company, shall continue to enjoy and hold charge, if any, upon their respective securities.

**16. SAVING OF CONCLUDED TRANSACTIONS**

The transfer and vesting of each of the respective Transferor Companies with the Transferee Company and the continuance of all contracts or proceedings by or against the Transferor Companies shall not

affect any contracts or proceedings already concluded by any of the Transferor Company on or after the Appointed Date and the Transferee Company accepts and adopts all acts, deeds, matters and things done and or executed by such Transferor Company in regard thereto as having been done or executed on behalf of the Transferee Company.

## 17. DISSOLUTION OF TRANSFEROR COMPANIES WITHOUT THE PROCESS OF WINDING UP

17.1. On the Scheme coming into effect, each of the Transferor Companies shall, without any further act or deed, stand dissolved without the process of winding up. The name of the Transferor Companies shall be struck off from the records of the concerned Registrar of Companies and Transferor Companies and/or Transferee Company shall make necessary filings in this regard.

17.2. Upon the Scheme coming into effect, all the existing shares or share certificates pertaining to the shares of each of the Transferor Companies shall stand cancelled and will become invalid and shall cease to be transferable. The Board of Directors of the Transferee Company will not be required to approach the shareholders of any of the Transferor Companies to surrender their share certificates after the Scheme becoming effective.

## 18. STAFF, WORKMEN AND EMPLOYEES

18.1. On the coming into effect of the Scheme, all staff, workmen and employees of the each of the Transferor Companies, in service on such date, shall become the staff and employees of Transferee Company without any interruption or break in their service and on the basis of continuity of service and the terms and conditions of their employment with Transferee Company shall not be less favourable than those applicable to them with reference to respective Transferor Company.

18.2. Upon the Scheme coming into effect, all staff welfare schemes and/or any accumulated balances including the existing Provident Fund, Gratuity Fund and or schemes and trusts, including employee's welfare trust, if any, created by the respective Transferor Company for its employees shall be transferred to the Transferee Company. All obligations of Transferor Companies with regard to the said Fund or Funds as defined in the respective trust deed and rules shall be taken over by the Transferee Company from the Scheme coming into effect that all rights, duties, powers and obligations of Transferor Companies in relation to such Fund or Funds shall become those of Transferee Company and all the rights, duties and benefits of the employees employed in Transferor Companies under such Funds and Trusts shall be fully protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of Transferor Companies will be treated as having been continuous for the purpose of the said Fund or Funds.

18.3. Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the employees of the Transferor Companies would be continued to be deposited in the existing provident fund, gratuity fund and superannuation fund respectively of the Transferor Companies.

18.4. Upon transfer of the aforesaid funds to the respective funds of the Transferee Company, the existing trusts created for such funds by the Transferor Companies shall stand dissolved and no further act or deed shall be required to this effect.

18.5. Without prejudice to the aforesaid, the Board of the Transferee Company, if it deems fit and subject to Applicable Laws, shall be entitled to retain separate trusts or funds within the Transferee Company for the erstwhile fund(s) of the Transferor Companies.

18.6. In respect of the stock options granted by any of the Transferor Companies under the ESOP Plans, it is hereby clarified that upon the coming into effect of this Scheme, the options as of the Effective Date would continue on the existing terms and conditions except for such modifications / adjustments as may be deemed appropriate by the Board of the Transferee Company in view of this Scheme and in accordance with the applicable laws. Any such modifications/ adjustments shall not require any further approval of the shareholders of the Transferee Company and/or holders of options in the said behalf.

**19. DIVIDENDS**

19.1. The Transferor Companies and Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the prior to the Effective Date in the ordinary course.

19.2. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any equity shareholder of Transferor Companies and Transferee Company to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the Board of Directors of respective companies, subject to such approval of the shareholders, as may be required.

**20. APPLICATIONS TO THE HON'B LE NCLT**

20.1. Each of the Transferor Companies and the Transferee Company shall, file joint applications before the relevant Bench of the Hon'ble NCLT under whose jurisdiction, the registered offices of the respective Transferor Companies and the Transferee Company are situated for sanctioning of this Scheme under Sections 230-232 and other applicable provisions of the Act.

20.2. Each of the Transferor Companies and the Transferee Company shall be entitled pending the sanction of this Scheme to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Transferee Company may require to own the assets and/or liabilities of the Transferor Companies and to carry on the business of the Transferor Companies.

**21. MODIFICATIONS OR AMENDMENTS TO THE SCHEME**

21.1. Each of the Transferor Companies and the Transferee Company, through their respective Board of Directors, may mutually decide to make and / or consent to any modifications or amendments to the Scheme or to any conditions or limitations that the Hon'ble NCLT or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable, or appropriate by the Board of Directors of the respective companies. The Transferor Companies and the Transferee Company through their respective Board of Directors shall be authorized to take all such steps as may be necessary, desirable, or proper to resolve any doubts, difficulties, or questions whether by reason of any directive or order of any other authority or otherwise however arising out of or under or by virtue of the Scheme and or any matter concerned or connected therewith.

21.2. The Transferee Company even after the Scheme coming into effect may approach the Hon'ble NCLT or other concerned or competent authority(ies) for any incidental orders to remove any deficiency or overcome any difficulty in implementation of the Scheme or clear any ambiguity or to comply with any statutory requirement which necessitates the order of the Hon'ble NCLT or other concerned or competent authority (ies).

21.3. Any error, mistake, omission, commission which is apparent and or absurd in the Scheme should be read in a manner which is appropriate to the intent and purpose of the Scheme and in line with the preamble as mentioned hereinabove.

21.4. In the event, any of the conditions that may be imposed by the NCLT or Appropriate Authority which the Transferee Company and the Transferor Companies may find unacceptable for any reason, the Transferee Company and/or the relevant Transferor Companies will be at liberty to withdraw the Scheme or any particular Part of this Scheme.

**22. CONDITIONALITY OF SCHEME**

22.1. The Scheme is conditional upon and subject to:

22.1.1. The approval of the amalgamation of the respective Transferor Company with the Transferee Company by the requisite majorities in number and value of such classes of persons including the members and or creditors (wherever applicable) of such Transferor Company and the Transferee Company, either at a meeting or through consent or no-objection letters or otherwise, as may be directed by the Hon'ble NCLT

22.1.2. The Scheme being approved by public shareholders of Transferee Company or the respective Transferor Company (except for Transferor Company 3, being an unlisted entity), as the case may be, through e-voting in terms of para 9 (a) of part I of Annexure I of SEBI circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 and the Scheme shall be acted upon only if vote cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders against it. Further, the term "public" shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;

22.1.3. Obtaining "No-objection" letter from the Stock Exchanges in relation to the Scheme under Regulation 37 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirement) Regulations, 2015 and the SEBI Circular;

22.1.4. The Scheme being sanctioned by the Hon'ble NCLT under Sections 230-232 read with other applicable provisions of the Act;

22.1.5. the requisite consent, approval, or permission, if required, from any statutory or regulatory authority under foreign direct investment regulations, which by law may be necessary for issue of shares by HTML to the foreign shareholders of each of Transferor Companies and/or for the implementation of this Scheme;

22.1.6. Such other sanctions and approvals including sanctions of the Appropriate Authority as may be required by law or contract in respect of any particular part of the Scheme being obtained; and

22.1.7. The last of the dates on which the certified copies of the order(s) of the NCLT referred to in this Scheme is filed with the Registrar of Companies by the Transferee Company and each of the Transferor Companies.

The last of such dates shall be the "Effective Date" for the purpose of this Scheme.

22.2. Notwithstanding anything to the contrary contained elsewhere in this Scheme, in the event this Scheme is approved with respect to any Part of the Scheme by the NCLT, but not in relation to the other Part of the Scheme, the Board of Directors of the Transferee Company shall be at liberty to make the Scheme effective to that extent.

**23. EFFECT OF NON-APPROVALS**

23.1. In the event any of the sanctions and approvals as referred to in Clause 22 of the Scheme is not obtained or complied with or satisfied, or, if for any other reason, any Part of this Scheme cannot be implemented, such Part of this Scheme shall automatically stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder, or as to any rights and liabilities which might have arisen or accrued pursuant thereto, and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. It is hereby clarified that the non-receipt of approvals, as mentioned above, shall not, unless decided otherwise by the Boards of the relevant Transferor Companies and Transferee Company, affect the validity or implementation of the other Parts of this Scheme

23.2. The Board of Directors of each of the Transferor Companies and Transferee Company shall be entitled to withdraw this Scheme or any Part of this Scheme by mutual consultation, prior to the Effective Date.

**24. COMBINATION OF AUTHORIZED SHARE CAPITAL**

24.1. Upon the Scheme coming into effect, the authorized share capital of the Transferee Company shall automatically stand increased by merging the authorized share capital of all the Transferor Companies with the Transferee Company without any further act or deed on the part of the Transferee Company. On dissolution of Transferor Companies in accordance with Clause 17 of the Scheme, the stamp duty, or any other fees, if any, paid by the Transferor Companies on its authorized share capital shall be set-off against any fees payable by the Transferee Company on its combined authorized share capital subsequent to the amalgamation.

24.2. It is hereby clarified that upon the Scheme coming into effect, the provisions of Sections 4, 5, 13, 14, 61, 62 and other applicable provisions, if any, of the Act read with Rules made thereunder in relation to increase in authorized share capital of the Transferee Company shall be deemed to have been complied with and the Transferee Company is not required to do any further acts, deeds, or things in this regard.

24.3. The Transferee Company shall make suitable alterations or amendments to the Memorandum & Articles of Association, if so required and necessary, for proper implementation of Scheme in compliance to the applicable provisions of the Act.

HT MEDIA LIMITED NEW DELHI

DIGICONTENT LIMITED

NEXT MEDIAWORKS LIMITED

HT MOBILE SOLUTIONS LIMITED

24.4. The capital clause of the Memorandum of Association of the Transferee Company shall, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause.

**Memorandum of Association**

*"The Authorised Share Capital of the Company is INR 7,17,90,00,000 (Rupees Seven Hundred Seventeen Crore Ninety Lacs only) divided into 3,58,95,00,000 (Three Hundred Fifty Eight Crores Ninety Five Lacs only) Equity Shares of INR 2 (Rupees Two only) with power to increase, reduce and subdivide the Share Capital of the Company and to divide the same into various classes of shares and attach thereto such preferential/deferred, special rights and privileges as may be determined by the company in accordance with the provisions of the Companies Act, 2013 (or any statutory enactments thereof)".*

24.5. It is hereby clarified that if pursuant to clause 1.2.2 or 8.3 or 21.4 or 22.2 or 23.2 of this Scheme, if any Part of this Scheme cannot be implemented, the capital clause as mentioned in clause 24.4 above shall be deemed to be suitably amended for giving effect of the said clause in the capital clause of the Memorandum of Association of the Transferee Company.

24.6. For the purpose of amendment in the Memorandum of Association and Articles of Association of the Transferee Company as provided in this Clause, the consent or approval given by the members of the Transferee Company to this Scheme pursuant to Sections 230 to 232 and any other applicable provision of the Act shall be deemed to be sufficient and no further resolution or approval of the member of the Transferee Company as required under the provisions of Section 13, Section 14 and Section 61 and any other applicable provisions of the Act shall be required to be passed for making such changes or amendment in the Memorandum of Association and Articles of Association of the Transferee Company.

## 25. COSTS, CHARGES AND EXPENSES

25.1. All costs, charges, taxes including duties (including the stamp duty and or transfer charges, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferee Company and the Transferor Companies arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.

## 26. SHAREHOLDERS' APPROVAL

26.1. It is hereby clarified that if pursuant to this Scheme any action is to be taken by any of the Transferor Companies or the Transferee Company, which requires the consent or approval of shareholders, then for such purposes, the consent or approval of the shareholders to the Scheme shall be deemed to be sufficient, and no further resolution of the shareholders would be required to be separately passed.

## 27. NO CAUSE OF ACTION

27.1. No third party claiming to have acted or changed its position in anticipation of this Scheme taking effect, shall get any cause of action against the Transferor Companies or the Transferee Company or their directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.