



# ASDJ & ASSOCIATES

Chartered Accountants

301, 3rd Floor, Park View Plaza, Plot No. 9, LSC-3, Sector-6, Dwarka, New Delhi - 110075  
Tel : 011-47008956, E-mail : asdjassociates@gmail.com

## TO WHOM IT MAY CONCERN

We, **M/s ASDJ & Associates**, Chartered Accountants (Firm Registration No.: 033477N) have examined and verified the books of accounts, including statutory and other related records of Quint Digital Media Limited ("**Transferee Company**" or "**Company**") having its registered office at 403, Prabhat Kiran, 17 Rajendra Place, New Delhi-110 008, India. Based on such examination and explanation given to us by the Company, we hereby certify the list of **Secured Creditors** of the Company and their outstanding balance as on **August 25, 2023** as under:

Details of Secured Creditors of the Company as on August 25, 2023:

S. No.	Name & Address of the Secured Creditor	Amount (INR)
1.	<b>Barclays Investments and Loans (India) Private Limited</b> Eros Corporate Tower, First Floor, Nehru Place, New Delhi-110019, India	81,40,00,000
2.	<b>Credit Suisse Finance India Private Limited</b> 9th Floor, Ceejay House, Plot F, Shivsagar Estate, Dr. Annie Besant Road, Worli, Mumbai -400 018, India	25,00,00,000
3.	<b>Kotak Mahindra Bank Limited</b> Kotak Infinity, Zone 2, 6 <sup>th</sup> Floor Building no 21, Infinity park, Off W. E. Highway General AK Vaidya Marg, Malad ( E ), Mumbai-400097, Maharashtra	3,80,54,009
4.	<b>HDFC Bank Limited</b> A 44 & 45, Ground Floor, Tower B, Galaxy Business Park, Sector 62, Noida-201301	9,58,251
	<b>Total</b>	<b>1,10,30,12,260</b>

This certificate is being issued at the request of the Company for the purpose of submission to the Securities and Exchange Board of India ("**SEBI**"), BSE Limited ("**BSE**"), National Company Law Tribunal and other Regulatory Authorities in relation to the proposed Scheme of Arrangement between Quintillion Media Limited ("**Transferor Company**") and the Company and should not be used for any other purpose without our prior written consent.

### For ASDJ & Associates

Chartered Accountants

Firm registration No: 033477N

Abhishek Sinha

Partner

Membership No: 504550

UDIN:- 23504550BGXIDO2400



Place: New Delhi

Date: 30.08.2023

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First Floor, Nehru Place  
New Delhi 110 019  
India

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CIN - U93090MH1937FTC291521

Date: 28<sup>th</sup> Aug 2023

To,

**Quint Digital Media Limited**  
403, Prabhat Kiran,  
17, Rajendra Place,  
New Delhi-110008

**Subject: No-Objection Certificate for the proposed Scheme of Arrangement between Quintillion Media Limited ("Transferor Company") and Quint Digital Media Limited ("Transferee Company") and their respective shareholders and creditors under Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013 and rules made thereunder**

Ref:

- a. Revolving Demand Loan aggregating to INR 1,000,000,000.00 (Indian Rupees One Billion only) outstanding as on 25<sup>th</sup> Aug 2023 is INR 814,000,000.00 (Indian Rupees Eight Hundred Fourteen Million only), availed by the Quint Digital Media Limited ("QDML" or "Company") vide agreement dated 08<sup>th</sup> Apr 2019 ("Loan Agreement")
- b. Your request via a mail dated August 25<sup>th</sup>, 2023 ("Request Intimation")

Dear Sir,

1. We refer to your Request Intimation, requesting no-objection from Barclays Investments and Loans (India) Private Limited in respect of the Scheme of Arrangement between Quintillion Media Limited and the Company and their respective shareholders and creditors ("Scheme").
2. We, as a lender under the Loan Agreement, hereby provide our no-objection to the Scheme in accordance with the SEBI circular no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, as amended from time to time ("SEBI Circular").
3. We hereby agree that the no-objection provided hereby shall be binding on our successors, endorsees and assignees in due course.
4. The consent provided in Paragraph 2 above is subject to all obligations of the Company under the Loan Agreement as well as any security documents or any other transaction documents executed in relation to the loan remaining unchanged and in full force and effect.

Capitalized terms used but not defined herein, shall have the meaning ascribed to such terms in the Request Letter or in the Scheme, as the case may be.

Thanking you,

For Barclays Investments & Loans (India) Private Limited

Authorised Signatory



Date: 30-08-2023

To,

**Quint Digital Media Limited**

403, Prabhat Kiran,  
17, Rajendra Place,  
New Delhi-110008

**Subject: No-Objection Certificate for the proposed Scheme of Arrangement between Quintillion Media Limited ("Transferor Company") and Quint Digital Media Limited ("Transferee Company") and their respective shareholders and creditors under Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013 and rules made thereunder**

Ref:

- a. Overdraft against Fixed Deposit aggregating to INR 21,85,00,000.00 Cr. outstanding as on 25-08-2023 INR 38,054,008.84 Having overdraft account number 2847305164 availed by the Quint Digital Media Limited.
- b. Your request via a mail dated 16-08-2023 ("**Request Intimation**")

Dear Sir,

1. We refer to your Request Intimation, requesting no-objection from KOTAK MAHINDRA BANK LTD in respect of the Scheme of Arrangement between Quintillion Media Limited and the Company and their respective shareholders and creditors ("**Scheme**").
2. We, as a lender under the Loan Agreement, hereby provide our no-objection to the Scheme in accordance with the SEBI circular no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, as amended from time to time ("**SEBI Circular**").
3. The consent provided in Paragraph 2 above shall be subject to all obligations of the Company towards KOTAK MAHINDRA BANK LTD under the Loan Agreement as well as any security documents or any other transaction documents executed in relation to the loan remaining unchanged and in full force and effect.

Capitalized terms used but not defined herein, shall have the meaning ascribed to such terms in the Request Letter or in the Scheme, as the case may be.

Thanking you

KOTAK MAHINDRA BANK LTD

  
Name: Sachin Sodhi  
Designation: Director  
Place: New Delhi  
Date: 30-08-2023

