

Walker Chandlok & Co LLP

Walker Chandlok & Co LLP

Plot No. 19A, 2nd floor,
Sector - 16A,
Noida - 201 301
Uttar Pradesh, India

T +91 120 485 5999
F +91 120 485 5902

Independent auditor's certificate on the proposed accounting treatment included in the draft scheme of arrangement pursuant to SEBI master circular no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, as amended from time to time ('the SEBI master circular'), Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013, and the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

To,
The Board of Directors,
Quint Digital Media Limited
403, Prabhat Kiran, 17 Rajendra Place,
New Delhi-110008

1. This certificate is issued in accordance with the terms of our engagement letter dated 11 August 2023 with Quint Digital Media Limited ('the Company' or 'the Transferee Company').
2. We, the statutory auditors of the Company, have examined the proposed accounting treatment specified in Clause 14 and Clause 18 of the draft scheme of arrangement between the Company and Quintillion Media Limited ('the Transferor Company') and their respective shareholders and creditors (hereinafter referred to as the 'Draft Scheme') as approved by the Board of Directors in their meeting held on 14 August 2023, in terms of the provisions of the SEBI master circular, Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013 ('the Act') read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 ("the Rules") with reference to its compliance with the accounting standards prescribed under section 133 of the Act, read with relevant Rules issued thereunder (the 'applicable accounting standards') and other generally accepted accounting principles in India. A certified true copy of the Draft Scheme, with the proposed accounting treatment specified in Clause 14 and Clause 18 of the Draft Scheme, as attached herewith in Appendix I, has been initialled and stamped by us for identification purpose only.



Chartered Accountants

Offices in Ahmedabad, Bangalore, Chandigarh, Chennai, Dehradun, Gurugram, Hyderabad, Kochi, Kolkata, Mumbai, New Delhi, Noida and Pune

Walker Chandlok & Co LLP is registered with limited liability with identification number AAC-2085 and has its registered office at L-41, Connaught Circus, Outer Circle, New Delhi, 110001, India

Walker Chandiook & Co LLP

Independent auditor's certificate on the proposed accounting treatment included in the draft scheme of arrangement

Management's Responsibility

3. The responsibility for the preparation of the Draft Scheme, and its compliance with the relevant laws and regulations, including the applicable accounting standards and other generally accepted accounting principles in India, is that of the Board of Directors of the companies involved. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation of the Draft Scheme and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.
4. The Management is also responsible for ensuring that the Company complies with the requirements of the Act and the Rules, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR Regulations") and the SEBI master circular issued thereunder and the applicable accounting standards, in relation to the Draft Scheme, and for providing all relevant information to the relevant National Company Law Tribunal and the BSE Limited (hereinafter referred to as "BSE").

Auditor's Responsibility

5. Pursuant to the requirements of the relevant laws and regulations, it is our responsibility to provide a reasonable assurance as to whether the proposed accounting treatment specified in Clause 14 and Clause 18 of the Draft Scheme complies with the SEBI LODR Regulations, the SEBI master circular, and the applicable accounting standards and other generally accepted accounting principles.
6. We conducted our examination in accordance with the Guidance Note on Reports or Certificates for Special Purposes (Revised 2016) ('the Guidance Note') issued by the Institute of Chartered Accountants of India ('the ICAI'). The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI.
7. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements, issued by the ICAI.

Opinion

8. Based on our examination as above and according to the information and explanations given to us, along with the representations provided by the management, in our opinion:
 - a. The proposed accounting treatment relating to amalgamation of the Transferor Company with the Transferee Company specified in Clause 14 of the Draft Scheme, attached herewith and stamped by us for identification only, is in compliance with the SEBI LODR Regulations, the SEBI master circular and the applicable accounting standards and other generally accepted accounting principles in India.
 - b. The proposed accounting treatment relating to reduction of capital of the Company specified in Clause 18 of the Draft Scheme, attached herewith and stamped by us for identification only, is outside the purview of the applicable accounting standards but is in compliance with other generally accepted accounting principles in India.



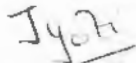
Walker Chandiook & Co LLP

Independent auditor's certificate on the proposed accounting treatment included in the draft scheme of arrangement

Restriction on distribution or use

9. Our work was performed solely to assist you in meeting your responsibilities in relation to your compliance with the requirements of the provisions of the SEBI LODR Regulations, the SEBI master circular, Sections 230 to 232 read with Section 66 and other applicable provisions of the Act read with the Rules, for onward submission along with the Draft Scheme to the BSE and the relevant National Company Law Tribunal. Our obligations in respect of this certificate are entirely separate from, and our responsibility and liability is in no way changed by, any other role we may have as statutory auditors of the Company or otherwise. Nothing in this certificate, nor anything said or done in the course of or in connection with the services that are the subject of this certificate, will extend any duty of care we may have in our capacity as statutory auditors of the Company.
10. This certificate is issued at the request of the Company's management for onward submission along with the Draft Scheme to the BSE and the relevant National Company Law Tribunal. Accordingly, this certificate may not be suitable for any other purpose, and should not be used, referred to or distributed for any other purpose or to any other party without our prior written consent. Accordingly, we do not accept or assume any liability or any duty of care or for any other purpose or to any other party to whom it is shown or into whose hands it may come without our prior consent in writing.

For **Walker Chandiook & Co LLP**
Chartered Accountants
Firm Registration No.: 001076N/N500013


Jyoti Vaish
Partner
Membership No. 096521
UDIN: 23096521BGYVZK9370



Place : New Delhi
Date : 14 August 2023

SCHEME OF ARRANGEMENT

BETWEEN

**QUINTILLION MEDIA LIMITED
(Transferor Company)**

AND

**QUINT DIGITAL MEDIA LIMITED
(Transferee Company)**

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

**UNDER THE PROVISIONS OF SECTION 230 TO 232 READ WITH SECTION 66 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013**



For Quint Digital Media Limited

A handwritten signature in blue ink, appearing to be "S. Singh", written over a circular stamp.

Company Secretary

PREAMBLE

A. PURPOSE OF THE SCHEME

1. This Scheme of Arrangement ("**Scheme**") is presented *inter-alia* for the amalgamation (by way of absorption) of Quintillion Media Limited ("**QML**" or the "**Transferor Company**") with and into Quint Digital Media Limited ("**QDML**" or the "**Transferee Company**") and reduction of the capital of the Transferee Company in the manner set out in the Scheme and in accordance with the provisions of Section 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013 (including any statutory modification(s) or re-enactment(s) or amendment(s) thereof) and the rules made thereunder.
2. This Scheme seeks to undertake the following:
 - a. Amalgamation (merger by way of absorption) of QML with that of QDML, being the 100% holding company of QML; and
 - b. Reduction of capital of QDML in the manner set out in this Scheme.
3. As on the date of the approval of the Scheme by the Board of Directors, QDML holds the entire share capital of QML and accordingly, QML is a wholly owned subsidiary of QDML.
4. This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

B. DESCRIPTION OF THE COMPANIES

1. Quintillion Media Limited ("**QML**" or "**Transferor Company**") (*formerly known as Quintillion Media Private Limited*) is a public limited company incorporated under the provisions of Companies Act, 2013 in the National Capital Region of Delhi on August 23, 2014. QML converted its status from a private limited company to a public limited company vide certificate dated March 22, 2022.

It has its Corporate Identification Number as U74999DL2014PLC270795. The registered office of the QML is situated at 403, Prabhat Kiran, 17 Rajendra Place, New Delhi-110 008, India.

QML is a wholly owned subsidiary of QDML, i.e., 100% of the paid-up share capital of QML is held by QDML. In addition, QDML also holds 100% of the convertible securities issued by QML. The objective of the QML is to, directly and indirectly, carry on the business of running websites through web, digital or mobile media and which may include various information including current affairs, lifestyle, entertainment etc.

2. Quint Digital Media Limited ("**QDML**" or "**Transferee Company**") (*formerly known as Gaurav Mercantiles Limited*) is a public limited company incorporated under the provisions of Companies



Act, 1956 in the National Capital Region of Delhi on May 31, 1985.

It has its Corporate Identification Number as L74110DL1985PLC373314. The registered office of the QDML is situated at 403, Prabhat Kiran, 17 Rajendra Place, New Delhi-110 008, India.

The equity shares of QDML are listed on the BSE Limited. The objective of QDML is to carry on the business of running websites through web, digital or mobile media and which may include various information including current affairs, lifestyle, entertainment, etc.

The Transferee Company at its board meeting held on August 14, 2023 has *inter-alia* approved a) alteration of the Object Clause under the Memorandum of Association as mentioned under Clause 5.4 of the Scheme b) change in name of the company from 'Quint Digital Media Limited' to 'Quint Digital Limited' or any such other name as may be reserved by the Registrar of Companies, Delhi and the consequential amendment in the Memorandum of Association and Articles of Association c) increase in the authorized share capital from INR 50,00,00,000 (Indian Rupees Fifty Crores Only) to INR 80,00,00,000 (Indian Rupees Eighty Crores Only) and d) issuance of equity shares and/ or other eligible securities or any combination thereof for an aggregate amount upto INR 250 Crores (Indian Rupees Two Hundred Fifty Crores) by way of Qualified Institutions Placement ("QIP") or through any other permissible mode and/or combination thereof as may be considered appropriate under Applicable Law in accordance with the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015.

The Transferee Company is in the process of seeking the requisite approvals including approval from the shareholders in accordance with the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015. The Transferee Company will undertake the necessary filings with the Registrar of Companies, Delhi and other applicable compliances as may be provided under the Applicable Law.

C. RATIONALE FOR THE SCHEME

1. The Transferee Company owns the entire share capital and convertible securities of the Transferor Company.
2. Integration of the Transferor Company with the Transferee Company can provide the following benefits to the shareholders/ stakeholders as under:
 - a. Leading to a more efficient utilization of capital and creation of a consolidated base of assets and resources for future growth;
 - b. Reduction in the management overlaps due to operation of the multiple entities and more focused leadership;
 - c. Reduction in multiplicity of legal and regulatory compliances, reduction in overheads, including administrative, managerial and other costs amongst all;



- d. Synergy benefits, such as, competitive edge, consolidation of businesses to combine growth opportunities to capitalize on future growth potential which would in-turn significantly help in efficient utilization of financial and operational resources; and
 - e. Pooling of proprietary information, personnel, financial, managerial and other resources, thereby contributing to the future growth..
3. Reduction of the capital of the Transferee Company in the manner set out in this Scheme can provide the following benefits to the shareholders and stakeholders as under:
- a. The Scheme would not have any impact on the shareholding pattern and the capital structure of the Transferee Company;
 - b. The Scheme will enable the Transferee Company to adjust the balance of in the Capital Reserve in accordance with the manner set out in this Scheme; and
 - c. The Scheme does not involve any financial outlay / outgo and therefore, would not affect the ability or liquidity of the Transferee Company to meet its obligations or commitments in the normal course of business. Further, this Scheme would also not in any way adversely affect the ordinary operations of the Transferee Company.
4. The Scheme is in the interest of the shareholders, creditors and various other stakeholders of the respective companies and is not prejudicial to their interests.
5. In view of the above, the Board of Directors of the Transferor Company and the Transferee Company have considered and formulated this Scheme for a) the transfer and vesting of the Undertaking (as defined hereinafter) of the Transferor Company with and into the Transferee Company and b) reduction in capital of the Transferee Company in pursuance of the provisions of Section 230 to 232 read with Section 66, to the extent applicable, and other relevant provisions of the Companies Act, 2013 and rules made thereunder and in the manner and on the terms & conditions stated under this Scheme.

D. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- Part I: deals inter-alia with Definitions and Interpretations;
- Part II: contains particulars of the share capital and objects of the Transferor Company and Transferee Company;
- Part III: deals with Amalgamation of the Transferor Company with and into the Transferee Company;



Part IV: deals with reduction of the capital of the Transferee Company in the manner set out in this Scheme;

Part V: deals with General Terms and Conditions that are applicable to this Scheme

[this space has been intentionally left blank]



PART I: DEFINITIONS AND INTERPRETATIONS

1. DEFINITIONS

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

- 1.1 **"Accounting Standards"** means the Indian Accounting Standards as notified under Section 133 of the Companies Act, 2013 read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time) issued by the Ministry of Corporate Affairs and the other accounting principles generally accepted in India;
- 1.2 **"Act" or "The Act"** means the Companies Act, 2013 (to the extent of the sections thereof that have been brought into force) and shall include any statutory modification, re-enactment thereof or amendments thereto from time to time and the Companies Act, 1956 (to the extent its provisions are in force, if any, and applicable) and shall include any statutory modification, re-enactment thereof or amendments thereto for time to time;
- 1.3 **"Applicable Law"** means (a) all applicable statutes, enactments, acts of legislature or parliament, laws, notifications, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinances, orders or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force; and (b) administrative interpretation, writ, injunction, directions, directives, judgements, arbitral award, decree, orders or governmental approvals of, or agreements with, any Appropriate Authority;
- 1.4 **"Appointed Date"** means April 1, 2023 or such other date as may be fixed by the Tribunal (*as defined hereinafter*) or any other Appropriate Authority and accepted by the Board of Directors;
- 1.5 **"Appropriate Authority"** means and includes any applicable Governmental, statutory, departmental or public body or authority or agency, including but not limited to the Central Government, Registrar of Companies, SEBI, the Tribunal;
- 1.6 **"Amalgamation"** means amalgamation of the Transferor Company (as defined hereinafter) with the Transferee Company (as defined hereinafter) as per Part III of this Scheme;
- 1.7 **"Board of Directors" or "Board"** in relation to the Transferor Company and the Transferee Company, as the case may be, shall mean their respective Board of Directors, and shall include any committee(s) duly constituted and authorized or any person authorized by the Board of Directors for the purposes of matters pertaining to this Scheme or any other matter relating thereto;
- 1.8 **"BSE"** means the BSE Limited;
- 1.9 **"Central Government"** means the Regional Director, Delhi, Northern Region, in the Ministry of Corporate Affairs, Government of India;



- 1.10 "Companies" means collectively the Transferor Company and Transferee Company;
- 1.11 "Effective Date" means the last of the dates on which all the conditions and matters referred to in Clause 20 hereof have been fulfilled. Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" or "Scheme coming into effect" shall mean the "Effective Date".
- 1.12 "Encumbrance" means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever, and the term "Encumbered" shall be construed accordingly;
- 1.13 "Government" or "Governmental Authority" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or committee or any court, tribunal, board, bureau, instrumentality, judicial or quasi-judicial or arbitral body having jurisdiction over the territory of India.
- 1.14 "INR" means Indian Rupees;
- 1.15 "Income Tax Act or IT Act" means the Income Tax Act, 1961 and the rules made thereunder and shall include any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force.
- 1.16 "NCLT" or "Tribunal" means the National Company Law Tribunal, New Delhi Bench having jurisdiction over the Transferor Company and the Transferee Company as constituted and authorized as per the provisions of the Act for approving any scheme of arrangement, compromise or reconstruction of companies under Sections 230-232 and Section 66 of the Act.
- 1.17 "QDML ESOP Plan" means the Quint Digital Media Limited Employee Stock Option Plan 2020 of the Transferee Company pursuant to which stock options have been granted to the eligible employees of the Transferee Company;
- 1.18 "Registrar of Companies" or "ROC" means the Registrar of Companies, Delhi;
- 1.19 "SEBI" means Securities and Exchange Board of India;
- 1.20 "SEBI Circular" means the Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, issued by SEBI (as amended);
- 1.21 "SEBI LODR" means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended);
- 1.22 "Scheme" or "this Scheme" or "the Scheme" means this Scheme of Arrangement amongst the Transferor Company and the Transferee Company and their respective shareholders and creditors pursuant to the provisions of Sections 230 to 232 read along with Section 66, to the extent applicable, and other applicable provisions of the Act, in its present form or with any modification(s) made pursuant to the provisions of this Scheme by the Board of Directors of the Companies and/ or



as approved or directed by the NCLT, as the case may be.

- 1.23 "Tax" or "Taxes" means any and all taxes (direct or indirect), surcharges, fees, levies, duties, tariffs, imposts and other charges of any kind in each case in the nature of a tax, imposed by any Governmental Authority (whether payable directly or by withholding), including taxes based upon or measured by income, profits, sales and value added services, goods and services tax, any duty, value-added tax, minimum alternate tax, securities transaction tax, customs and excise duty and registration fees (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto).
- 1.24 "Tax Laws" means all the applicable laws, acts, rules and regulations dealing with Taxes including but not limited to the any tax liability under the Income-tax Act, 1961, Goods and Services Tax Act, 2017, or other applicable laws/ regulations dealing with taxes/ duties/ levies of similar nature;
- 1.25 "Transferor Company" means Quintillion Media Limited, a company incorporated under the Companies Act, 2013 and having its registered office at 403, Prabhat Kiran, 17 Rajendra Place, New Delhi-110 008, India;
- 1.26 "Transferee Company" means Quint Digital Media Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 403, Prabhat Kiran, 17 Rajendra Place, New Delhi-110 008, India;
- 1.27 "Undertaking" shall mean and include the whole of the business, if any, and undertakings, being carried on by the Transferor Company including the investment in its subsidiaries as on the Appointed Date and shall include (without limitation):
- a. All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) in relation to the Undertaking, whether situated in India or abroad, including without limitation, all land, buildings and structures, offices, residential and other premises, capital work-in-progress, machines and equipment, furniture, fixtures, office equipment, computers, appliances, accessories, power lines, stocks, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash and bank accounts, bank balances, contingent rights or benefits, benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situated, and related to or enjoyed by the Transferor Company;



- b. all debts, borrowings, obligations, duties and liabilities, both present and future (including deferred tax liabilities, contingent liabilities and the liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in INR or foreign currency, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Transferor Company;
- c. all rights and licenses including, all assignments and grants thereof, all permits, clearances and registrations whether under Central, State or other laws, all contracts and agreements (including rights/ obligations under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax losses including un-absorbed depreciation, tax credits (including GST, MODVAT/ CENVAT, Service Tax credits and MAT credits, if any), incentives or schemes of central/ state/ local governments, certifications and approvals, regulatory approvals, entitlements, other licenses, environmental clearances, municipal permissions, approvals, consents, tenancies, investments and/ or interest (whether vested, contingent or otherwise), cash balances, bank balances, bank accounts, reserves, deposits, advances, recoverable, receivables, benefit of insurance claims, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by the Transferor Company, funds belonging to or proposed to be utilized by the Transferor Company, privileges, all other claims, rights and benefits (including under any powers of attorney issued by the Transferor Company or any powers of attorney issued in favour of the Transferor Company or from or by virtue of any proceeding before a legal, quasi-judicial authority or any other statutory authority, to which the Transferor Company were a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds;
- d. all employees, if any, of the Transferor Company as on the Effective Date;
- e. all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, share application money, earnest moneys and/ or security deposits paid or received by the Transferor Company;
- f. all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programs along with their licenses, manuals and backup copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, and other data and records whether in physical or electronic form;
- g. all civil, criminal, legal, revenue, Taxation or other proceedings, enquiries or investigations of whatsoever nature initiated by or against the Transferor Company or to which the Transferor Company is otherwise a party, whether pending as on the Appointed Date or instituted any time thereafter;
- h. all intellectual property rights, if any, including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logo, websites, internet registrations, copyrights, trade secrets, and all other interests exclusively relating to the



Transferor Company.

It is intended that the definition of the Undertaking under this Clause would enable the transfer of all property, assets, rights, duties and liabilities of the Transferor Company as on the Appointed Date to the Transferee Company pursuant to this Scheme. QML has entered into a Memorandum of Understanding dated August 14, 2023 to transfer the 51% stake in Quintillion Business Media Limited, subject to obtaining necessary corporate approvals.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. INTERPRETATIONS

2.1 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 ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time.

2.2 In this Scheme, unless the context otherwise requires:

- a. references in this Scheme to "upon the Scheme becoming effective" shall mean the Effective Date of the Scheme;
- b. references to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;
- c. references to the singular includes a reference to plural and vice versa and reference to any gender includes a reference to all other genders;
- d. reference to persons shall include individuals, firms, trusts, bodies corporate (wherever incorporated or un-incorporated), associations and partnerships;
- e. headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- f. reference to the words 'hereof', 'herein' and 'hereby' and derivatives or similar words refer to this entire Scheme;
- g. references to the words "including", "inter alia" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- h. any reference to any statute or statutory provision shall include:



- i. all subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment; and
- ii. such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the filing of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the matters contemplated under this Scheme and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced.

3. COMPLIANCE WITH TAX LAWS

3.1 This Scheme, has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the income-tax laws, specifically Section 2(1B) of the Income Tax Act and other relevant sections (including Section 47 of Income Tax Act), which include the following:

- a. all the property of the Transferor Company immediately before the Amalgamation becomes the property of the Transferee Company by virtue of the Amalgamation;
- b. all the liabilities of the Transferor Company immediately before the Amalgamation become the liabilities of the Transferee Company by virtue of the Amalgamation;
- c. shareholders holding not less than three-fourths in value of the shares in the Transferor Company (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the Transferee Company) become shareholders of the Transferee Company by virtue of the Amalgamation, otherwise than as a result of the acquisition of the property of one company by the other company pursuant to the purchase of such property by the other company or as a result of the distribution of such property to the other company after the winding up of the first mentioned company.

3.2 Further, this Scheme complies with the conditions relating to "Amalgamation" as specified under Section 2(1B), Section 47 and other relevant sections and provisions of the Income Tax Act and is intended to apply accordingly. If any terms or clauses or provisions of the Scheme is/ are found to be or interpreted to be inconsistent with any of the said provisions (including the conditions set out therein) at a later date whether as a result of a new enactment or any amendment or coming into force of any provision of the Income Tax Act or any other law or any judicial or executive interpretation or for any other reasons whatsoever, the provisions of the said Sections of the Income Tax Act shall prevail and the Scheme to stand modified to the extent necessary to comply with said Sections of the Income Tax Act. Such modification will however not affect other parts of the Scheme.

3.3 Notwithstanding the other provisions of this Scheme, the Transferor Company and the Transferee Companies (acting through their respective Board of Directors) may make or assent, from time to time, to any such modifications, variations, amendments, including providing any clarifications or



confirmations to / in the Scheme, which they deem necessary and expedient or beneficial to the interests of the stakeholders and / or as may be required / approved by the Tribunal and other Appropriate Authority.

4. DATE OF COMING INTO EFFECT

4.1 The Scheme set out herein in its present form, or with any modification(s) approved or imposed or directed by the NCLT or any other Appropriate Authority, shall become effective from the Appointed Date, but shall be operative from the Effective Date.

[this space has been intentionally left blank]



PART II: SHARE CAPITAL STRUCTURE AND OBJECTS

5.1 The details of the share capital of the Transferor Company as on July 31, 2023, is as under:

| Particulars | Amount (in Rs.) |
|---|----------------------|
| Authorised Share Capital | |
| 13,00,00,000 equity shares of Rs. 10 each | 130,00,00,000 |
| Total | 130,00,00,000 |
| Issued, Subscribed and Paid-Up Capital | |
| 8,50,00,000 equity shares of Rs. 10 each | 85,00,00,000 |
| Total | 85,00,00,000 |

Subsequent to July 31, 2023, and till the date of the Scheme being approved by the Board of Directors of the Transferor Company, there has been no change in the authorized, issued, subscribed and paid-up share capital of the Transferor Company. The entire paid-up share capital of the Transferor Company including the convertible securities as mentioned in the below table are being held by the Transferee Company and its nominees.

| Particulars | Amount (in Rs.) |
|---|----------------------|
| Compulsorily Convertible Debentures ("CCDs") | |
| 2,11,54,000 CCDs of Rs. 100 each | 211,54,00,000 |
| Total | 211,54,00,000 |
| Optionally Convertible Zero-Coupon Debentures ("OCZCDs") | |
| 60,10,000 OCZCDs of Rs. 100 each | 60,10,00,000 |
| Total | 60,10,00,000 |

5.2 The details of the share capital of the Transferee Company as on July 31, 2023, is as under:

| Particulars | Amount (in Rs.) |
|---|---------------------|
| Authorised Share Capital | |
| 5,00,00,000 equity shares of Rs. 10 each | 50,00,00,000 |
| Total | 50,00,00,000 |
| Issued, Subscribed and Paid-Up Capital | |
| 4,70,73,108 equity shares of Rs. 10 each | 47,07,31,080 |
| Total | 47,07,31,080 |

The equity shares of the Transferee Company are listed on the BSE.

Subsequent to July 31, 2023, and till the date of the Scheme being approved by the Board of Directors of the Transferee Company, there has been no change in the authorized, issued, subscribed and paid-up share capital of Transferee Company. The Board of Directors of the



Transferee Company at its meeting dated August 14, 2023 have approved the increase in the authorized share capital of the Transferee Company from INR 50,00,00,000 (Indian Rupees Fifty Crores Only) to INR 80,00,00,000 (Indian Rupees Eighty Crores Only). The Transferee Company is in the process of seeking necessary approvals including approvals from the shareholders in accordance with the provisions of the Act.

As on July 31, 2023, the Transferee Company has granted a total of 10,33,900 valid employee stock options under the QDML ESOP Plan 2020, out of which, a) 88,900 employee stock options have been vested in the hands of the eligible employees but are yet to be exercised and b) 9,45,000 employee stock options are unvested and shall vest in accordance with the terms of the QDML ESOP Plan 2020. Thus, pursuant to the exercise of the employee stock options granted under the QDML ESOP Plan 2020 by the eligible employees, the Transferee Company shall be required to issue fully paid-up equity shares of the Transferee Company in accordance with the terms and conditions of the QDML ESOP Plan 2020.

Further, the Transferee Company at its board meeting held on August 14, 2023 have approved the issuance of equity shares and/ or other eligible securities or any combination thereof for an aggregate amount upto INR 250 Crores (Indian Rupees Two Hundred Fifty Crores) by way of a QIP or through any other permissible mode and/or combination thereof as may be considered appropriate under applicable law in accordance with the provisions of the Act and SEBI LODR.

The Company is in the process of seeking necessary approvals including approvals from the shareholders in accordance with the provisions of the Act and SEBI LODR in relation to the aforementioned issuance of equity shares and/ or other eligible securities.

5.3 The main objects of the Transferor Company are as under:

1. *To carry on in India and elsewhere either on its own or in alliance with any other Person/ Body/ Bodies corporate incorporated in India or abroad either under a strategic alliance or Joint Venture or any other arrangement the business of running a website through any mode (including but not limited to web, digital or mobile) and which may include various information (including but not limited to current affairs, lifestyle, entertainment) or providing/ operating Internet services, web based electronic commerce or any kind of content and other allied services.*
2. *To undertake and carry on directly or through setting up a joint venture, universally the business of facilitating, managing, producing, directing, creating, publishing, exhibiting, buying, selling, hiring, renting, assigning, licensing, telecasting, importing, exporting, acquiring space on a satellite, transponder and dealing with all kinds of intellectual property rights, content, media, applications, program and software of all types and kinds and on various formats, including but not limited to audio content, video content, whether through television or otherwise, mobile content, internet content, gaming content, movies, clips, commercials, films, in film placement, video films, serials, sponsored programmes, advertisement films, advertisement jingles, animation, events, shaws, etc. for broadcasting and publishing on each and every medium now known or that may be developed in the future.*



3. *To collect, manage, sort, arrange, update, process, interpret, circulate, distribute, buy and analyze and other processes database, information and/or statistics of all sorts including that of customers, business, industry whether in India or abroad, whether in physical form or in electronic form or otherwise and exploit the same for business and commercial purposes in any form and manner including making them available transmitting on phone or online or in any other manner and method as deem fit.*
4. *To carry on in India or elsewhere the business, in all its ramifications, of generating, developing, creating, procuring, obtaining, improving, hiring, licensing, distributing, selling, marketing, selling, purchasing, managing, converting, reproducing content of any sort or forms, and otherwise deal in any manner with data and information of any kind and description, in any form and manner, on any media whatsoever including the Internet and to render all types of services in relation thereto and to do all such other acts and things as are necessary and incidental thereto.*
5. *To carry on the business of hosting web pages, e-commerce and e-training, information source on-line, news internet channels, video conferencing, e-mail through internet, internet telephony, fulfilling customized requirements through different link between sites or business portals or any other activity connected with the internet business.*

5.4 The main objects of the Transferee Company are as follows:

1. *To carry on in India and elsewhere either on its own or in alliance with any other Person/ Body/ Bodies corporate incorporated in India or abroad either under a strategic alliance or Joint Venture or any other arrangement the business of running a website through any mode (including but not limited to web, digital or mobile) and which may include various information (including but not limited to current affairs, lifestyle, entertainment) or providing/ operating Internet services, web based electronic commerce or any kind of content and other allied services.*
2. *To undertake and carry on directly or through setting up a joint venture, universally the business of facilitating, managing, producing, directing, creating, publishing, exhibiting, buying, selling, hiring, renting, assigning, licensing, telecasting, importing, exporting, acquiring space on a satellite, transponder and dealing with all kinds of intellectual property rights, content, media, applications, program and software of all types and kinds and on various formats, including but not limited to audio content, video content, whether through television or otherwise, mobile content, internet content, gaming content, movies, clips, commercials, films, in film placement, video films, serials, sponsored programmes, advertisement films, advertisement jingles, animation, events, shows, etc. for broadcasting and publishing on each and every medium now known or that may be developed in the future.*
3. *To collect, manage, sort, arrange, update, process, interpret, circulate, distribute, buy and analyze and other processes database, information and/or statistics of all sorts including that of customers, business, industry whether in India or abroad, whether in physical form or in electronic form or otherwise and exploit the same for business and commercial purposes in any form and manner including making them available transmitting on phone or online or*



in any other manner and method as deem fit.

4. *To carry on in India or elsewhere the business, in all its ramifications, of generating, developing, creating, procuring, obtaining, improving, hiring, licensing, distributing, selling, marketing, selling, purchasing, managing, converting, reproducing content of any sort or forms, and otherwise deal in any manner with data and information of any kind and description, in any form and manner, on any media whatsoever including the Internet and to render all types of services in relation thereto and to do all such other acts and things as are necessary and incidental thereto.*
5. *To carry on the business of hosting web pages, e-commerce and e-training, information source on-line, news internet channels, video conferencing, e-mail through internet, internet telephony, fulfilling customized requirements through different link between sites or business portals or any other activity connected with the internet business.*
6. *To carry on business as advertising and publicity agents, to purchase and sell advertising time or space on any media like newspaper, magazines, pamphlet, publications, television, radio, mobile, internet, satellite in India or abroad or any other kind of media currently in vogue or which may be 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 programmers on any form of media or medium including collection of charges and remittances thereof to principal to principles and any other activities related to or necessary in the context of the said business.*
7. *To carry on business of commodity trading by way of (including commodity derivatives) broking, trading and hedging and to act as brokers and traders in all commodities and commodity derivatives, and to act as market makers, finance brokers, underwriters, sub-underwriters, providers of service for commodity related activities buy, sell, take hold deal in, convert, modify, add value, transfer or otherwise dispose of commodities and commodity derivatives, and to carry on the business of commodity warehousing, processing and consumption.*
8. *To carry on the business, directly or indirectly through any other entity including but not limited to setting up of Joint Venture, as designers and developers of digital platforms including cloud hosted business platforms and computer application products with the use of an intelligent system designed to generate research reports for specific queries by leveraging the capabilities of advanced language models to provide users with detailed insights, analysis and recommendations and other comprehensive reports comprising text, images, graphs, financials, charts, maps, etc. and to render any kind of services for such platforms and products including implementation, technical and support services and other related services in India or outside India.*
9. *To establish, directly or indirectly through any other entity including but not limited to setting up of Joint Venture, Information Technology (IT) enabled products and services centers specializing in data mining and intelligent analyses of data and any other customized software including internet and networking applications software, technical support services, internet access in international and domestic markets to carry out software development work and for the purpose to act as representative, advisor, consultant, know-*



how provider, sponsor, franchiser, licenser, job-worker and to do all other acts and things necessary for the attainment of the objects.

With respect to para 8 and 9 hereinabove, the Board of Directors of the Transferee Company at its meeting held on August 14, 2023, have approved the amendment in the Object Clause of the Memorandum of Association and subsequent alteration to the Memorandum of Association of the Company. The Transferee Company is in the process of seeking necessary approvals including approvals from the shareholders in accordance with the provisions of the Act.

[this space has been intentionally left blank]



PART III: AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

6. TRANSFER AND VESTING OF THE UNDERTAKING OF THE TRANSFEROR COMPANY

- 6.1 Upon the coming into effect of the Scheme and with effect from the Appointed Date, all the assets, liabilities and the entire Undertaking of the Transferor Company shall, pursuant to the provisions of Sections 230 to 232, and other applicable provisions, of the Act and upon sanction of this Scheme by the NCLT without any further act or deed, stand transferred to and vested in or deemed to have been transferred to and vested in the Transferee Company on the Appointed Date so as to become as from the Appointed Date, the assets and liabilities of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Company therein.
- 6.2 Without prejudice to the generality of Clause 6.1 above, upon the coming into effect of the Scheme and with effect from the Appointed Date, the transfer and vesting shall be effected as follows:
- a. Any and all movable assets including cash in hand, bank balances and deposits if any, of the Transferor Company capable of vesting or transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred or vested by the Transferor Company upon the coming into effect of this Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act, without requiring any deed or instrument of conveyance for transfer or vesting of the same.
 - b. In respect of movable assets other than those specified in Clause above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, it shall not be necessary to obtain the consent of any third party or other person in order to give effect to the provisions of this Scheme, and the same shall stand transferred to and vested in the Transferee Company and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
 - c. Any and all immovable properties (whether free hold, on lease or under a contractual entitlement), if any, of the Transferor Company, and any documents of title/ rights and easements or otherwise in relation thereto shall be vested in and transferred to and/ or be deemed to have been transferred to and vested in the Transferee Company and shall belong to the Transferee Company in the same and like manner as was entitled to the Transferor Company. It is hereby clarified that all the rights, title and interest of the Transferor Company in any leasehold properties shall, without any further act, instrument or deed, be vested in or be deemed to have been vested in the Transferee Company.



- d. All assets, rights, title, interest, investments and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest, investments and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the provisions of Sections 230 to 232 of the Act.
- e. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, consents, permissions, registrations, statutory licenses, arrangements, approvals, recognitions, certificates, clearances generally and/ or relating to the Transferor Company and all powers of attorney, authorities given by, issued to or executed in favor of the Transferor Company, brands, trademarks, copyrights and other intellectual property and all other interests relating to the Transferor Company, be transferred to and vested in and deemed to be transferred to and vested in the Transferee Company as if the same were originally given to, issued to or executed in favor of the Transferee Company, and the rights, claims and benefits under the same shall be available to the Transferee Company. The Transferor Company and/ or the Transferee Company shall file intimations, applications and/ or necessary clarifications and documents with the relevant authorities, who shall take the same on record, or undertake necessary actions as may be required for having the said licenses, approvals, certificates, arrangements, permissions, registrations, brands, trademarks, etc., vested or transferred to the Transferee Company.
- f. All existing and future incentives, advance taxes, claims, un-availed credits (including Goods and Services Tax input tax credits or CENVAT/ Service tax credit), exemptions, tax holidays, subsidies, benefits and other statutory benefits, income tax, customs, value added tax, service tax, etc., to which the Transferor Company are entitled to in terms of various statutes/ schemes/ policies etc. of Union and State Governments, shall be available to and vest in the Transferee Company upon this Scheme becoming effective on the same terms and conditions. The Transferee Company shall file relevant intimations, applications and/ or necessary clarifications and documents, if any, with the statutory authorities, who shall take them on record, for giving effect to the provisions of this Clause.
- g. With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of the Transferor Company shall, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company so as to become as and from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause.



- h. Loans or other obligations including in, if any, due between the Transferor Company and the Transferee Company as on the Effective Date shall stand cancelled and discharged and there shall be no liability in that behalf.
- i. Any and all bank accounts of the Transferor Company shall be transferred to and continued to be operated as the bank accounts of the Transferee Company, if required, and till such time the names of the bank accounts of the Transferor Company are replaced with that of the Transferee Company, the Transferee Company shall be entitled to give instructions and operate the bank accounts of the Transferor Company in the name of the respective Transferor Company, in so far as may be necessary.
- j. The transfer and vesting of the Undertaking as aforesaid, shall be subject to the existing securities, charges, mortgages and encumbrance if any, subsisting over or in respect of the property and assets or any part thereof of the Transferor Company.
- k. It is clarified that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of the Transferor Company vested in the Transferee Company, unless otherwise agreed to by the Transferee Companies. It is further clarified that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of its amalgamation with the Transferee Company and the Transferee Company shall not be obliged to create any further or additional security therefore after the Scheme becomes effective, unless otherwise agreed to by the Transferee Company.
- l. With effect from the Appointed Date, all inter-party transactions, if any, between the Transferor Company and the Transferee Company shall be considered as intra party transactions for all purposes. To the extent that there are advances, loans, deposits, balances (including any guarantees, or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, between the Transferor Company and the Transferee Company, the obligations in respect of the same shall come to an end and there shall be no liability in that behalf on either party and corresponding effect shall be given in the books of accounts and records of the Transferor Company and the Transferee Company.

[this space has been intentionally left blank]



7. STAFF & EMPLOYEES

- 7.1 On the Scheme becoming effective all employees, if any, of the Transferor Company as on the Effective Date shall be deemed to become the employees of the Transferee Company, without any break or interruption in their services and on the basis of continuity of service, on the terms & conditions not less than favorable than existing terms & conditions including benefits, incentives, employee stock options etc., on which they are engaged as on the Effective Date by the Transferor Company.
- 7.2 Upon the Effective Date and with effect from the Appointed Date, all contributions to funds and schemes in respect of provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme or any other special schemes or benefits created or existing for the benefit of such employees of the Transferor Company shall be made by the Transferee Company in accordance with the provisions of such schemes or funds and Applicable Law. For the avoidance of doubt, it is clarified that upon this Scheme becoming effective; the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of all the transferred employees of the Transferor Company for such purpose shall be treated as having been continuous. The Transferee Company undertakes that for the purpose of payment of any retrenchment compensation, severance pay, gratuity and other statutory / leave / terminal benefits to the employees of the Transferor Company, the past services of such employees with the Transferor Company shall also be taken into account and the Transferee Company shall make the payment of retrenchment compensation, severance pay, gratuity and other statutory / leave / terminal benefits accordingly, as and when such amounts are due and payable.
- 7.3 Subject to Applicable Laws, the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, the staff welfare scheme and any other schemes or benefits created by the Transferor Company for the employees shall be continued on the same terms and conditions and/or be transferred to the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by the Transferee Company without any separate act or deed/ approval.

8. LEGAL PROCEEDINGS

- 8.1 All legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) of whatsoever nature by or against each of the Transferor Company under any statute, pending and/ or arising before the Effective Date shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company, as the case may be in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.
- 8.2 In the event that the legal proceedings referred to herein require the Transferor Company and/ or the Transferee Company to be jointly treated as parties thereto, the Transferee Company shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Transferor Company till the Effective Date.



8.3 On and from the Effective Date, the Transferee Company may, if required, initiate any legal proceedings in relation to the rights, title, interest, obligations or liabilities or any nature whatsoever, whether under contract or law or otherwise, of the Transferor Company and to the same extent as would or might have been initiated by the Transferor Company.

9. CONTRACTS AND DEEDS

9.1 Upon the coming into effect of the Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments, if any, of whatsoever nature to which any of the Transferor Company is a party and subsisting or having effect on the Appointed Date shall be in full force and effect against or in favor 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 Company, the Transferee Company had been a party thereto.

9.2 The Transferee Company may enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so, considered necessary.

9.3 The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme. It is clarified that any inter-se contracts between the Transferor Company and the Transferee Company, as on the Appointed Date shall stand cancelled and cease to operate.

10. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of assets and liabilities under Clause 6 above and the continuance of the proceedings by or against the Transferee Company under Clause 8 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

[this space has been intentionally left blank]



11. TREATMENT OF TAXES

- 11.1 Any Tax liabilities under the Tax Laws including the Income Tax Act, allocable or related to the Undertaking of the Transferor Company, to the extent not provided for or covered by tax provision in the accounts made as on the Appointed Date, shall be transferred to the Transferee Company.
- 11.2 All Taxes paid or payable by the Transferor Company in respect of the operations and/ or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, capital gains, including losses, wealth tax, Goods and Services Tax, excise duty, customs duty, etc.), whether by way of deduction at source, advance tax, foreign tax credit, MAT credit or otherwise, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall in all proceedings be dealt with accordingly.
- 11.3 Any surplus in the taxation/ duties/ levies account in the books of the Transferor Company, including but not limited to advance income tax, tax deducted at source, MAT credit, foreign tax credit, service tax, Goods and Services Tax and any tax credit entitlements under any Tax Laws, as on the Appointed Date shall also be transferred to the Transferee Company and the Transferee Company shall be entitled to claim the benefit and/ or credit of the same.
- 11.4 Any refund of Taxes due to the Transferor Company, including refunds consequent to the assessments made on them and for which no credit is taken in the accounts, as on the Appointed Date shall also belong to and be received by the Transferee Company.
- 11.5 Without prejudice to the generality of the above, all exemptions, deductions, benefits, losses, entitlements, incentives, drawbacks, licenses and credits (including but not limited to input tax credit, taxes withheld/ paid, etc.) under the Income Tax Act, Goods and Services Tax, custom duty, any central government/ state government incentive schemes etc., to which the Transferor Company are/ would be entitled to in terms of the applicable Tax Laws of the Union and State Governments as well as any foreign jurisdiction, shall be available to and vest in the Transferee Company.
- 11.6 Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, service-tax/ VAT exemptions, Goods and Services Tax incentives, concessions and other authorizations of the Transferor Company shall stand transferred by the order of the NCLT to the Transferee Company, the Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning authority.
- 11.7 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company. Further, any tax deducted at source by the Transferor Company/ Transferee Company on transactions with the Transferee Company/ 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.

11.8 The Transferee Company is expressly permitted to file/ revise its income tax, wealth tax, service tax, Goods and Services Tax, VAT, sales tax, excise, CENVAT and other statutory returns, consequent to this Scheme becoming effective, notwithstanding that the period for filing/ revising such returns may have lapsed. However, upon the Scheme becoming effective subsequently, the Transferee Company shall have the right to revise and consolidate its financial statements and returns along with prescribed forms, filings and applications/ annexures under the IT Act, indirect taxes and other Tax Laws. The Transferee Company is expressly permitted to amend withholding tax/ tax collection at source and other statutory certificates and shall have the right to claim refunds, advance tax credits, foreign tax credits, set offs and adjustments relating to its respective incomes/ transactions from the Appointed Date. It is specifically declared that all the taxes/ duties paid by the Transferor Company shall be deemed to be the taxes/ duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit for such taxes deducted/ paid against its tax/ duty liabilities notwithstanding that the certificates/ challans or other documents for payment of such taxes/ duties are in the name of the Transferor Company.

11.9 All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Company pending and/ or arising at the Appointed Date and relating to the Transferor Company shall be continued and/ or 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 the Transferor Company.

Further, the aforementioned proceedings shall neither abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.

Furthermore, on or after the Effective Date, all rights, entitlements and powers to revise returns and filings of the Transferor Company under the Tax Laws, and to claim refunds and/ or credits for the taxes paid, etc. and for matters incidental thereto, shall be available to and vest with the Transferee Company.

11.10 Upon the coming into effect of this Scheme, all tax compliances under any Tax Laws by the Transferor Company on or after Appointed Date shall be deemed to be made by the Transferee Company.

11.11 Upon this Scheme becoming effective,

- a. To the extent required, the Transferor Company and the Transferee Company shall be permitted to revise and file their respective income Tax returns, withholding Tax returns, sales Tax, value added Tax, service Tax, central sale Tax, entry Tax, goods and services Tax returns and any other applicable Tax returns: and
- b. The Transferee Company shall be entitled to: (a) claim deduction with respect to items such as provisions expenses etc. disallowed in earlier years in the hands of the Transferor Company, which may be allowable in accordance with the provisions of the IT Act on or after



the Appointed Date: and (b) exclude items such as provisions reversals, etc. for which no deduction or Tax benefit has been claimed by the Transferor Company prior to the Appointed Date.

- 11.12 Without prejudice to the generality of the above, all benefits, incentives, claims, losses, credits (including income tax, service tax, excise duty, goods and service tax and applicable state value added tax) to which the Transferor Company are entitled to in terms of applicable Tax laws shall be available to and vest in the Transferee Company from the Appointed Date.

12. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

With effect from the Appointed Date and until the Effective Date:

- 12.1 The Transferor Company shall, respectively, carry on, continue carrying on and/or deemed to be carrying on their business and activities and shall hold possession of all of their properties and assets in trust for the Transferee Company.
- 12.2 The Transferor Company shall not without prior written intimation to the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with or dispose of their undertakings or any part thereof except in the ordinary course of business nor shall they undertake any new businesses and shall carry on their business and activities with reasonable diligence, business prudence in the ordinary course consistent with past practices.
- 12.3 All the profits or income accruing or arising to the Transferor Company or expenditure, or losses arising to or incurred by the Transferor Company shall for all purposes and intent be treated and be deemed to be as the profits or incomes or expenditure or losses of the Transferee Company.
- 12.4 All assets acquired, leased or licensed, licenses obtained, benefits, entitlements, incentives and concessions granted, contracts entered into, intellectual property developed or registered, or applications made thereto, liabilities incurred, and proceedings initiated or made party to, from the Appointed Date and till the Effective Date by the Transferor Company shall be deemed to be transferred and vested in the Transferee Company.
- 12.5 The Transferor Company shall not vary the terms and conditions of employment of any of its employees, if any, except in the ordinary course of business or without the prior written consent of the Transferee Company or pursuant to any of its pre-existing obligation undertaken as the case may be, prior to the Effective Date.
- 12.6 The Transferee Company shall be entitled, pending the sanction of this Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as maybe necessary under any relevant law for obtaining consents, approvals and sanctions which the Transferee Company may require and deem necessary to carry on the business of the Transferor Company.



- 12.7 Notwithstanding anything contained in this Clause 12, during the pendency of this Scheme, with the prior written consent of the Transferee Company, the Transferor Company, may make any investments (current or non-current) in any other person or raise funds through debt or equity or dispose-off investments including investment in subsidiaries irrespective of whether such actions are not in the ordinary course of business. For avoidance of doubts, it is clarified that the Transferee Company has entered into a Memorandum of Understanding dated August 14, 2023 to transfer the 51% stake in Quintillion Business Media Limited.
- 12.8 The Transferee Company and the Transferor Company shall be entitled to make application(s) for amending, cancelling, and/or obtaining fresh registrations/ licenses/ authorization, as the case may be, under all applicable laws and legislations.

13. CONSIDERATION

- 13.1 The entire share capital of the Transferor Company is held by the Transferee Company. Hence, Transferor Company is a wholly owned subsidiary of the Transferee Company.

Accordingly, pursuant to this Scheme and on Amalgamation of the Transferor Company with the Transferee Company, no shares of the Transferee Company shall be issued and allotted in respect of the shares held by the Transferee Company in the Transferor Company. Upon the Scheme becoming effective, the entire share capital of the Transferor Company shall be cancelled and extinguished without any further act, deed or instruments as an integral part of this Scheme

14. ACCOUNTING TREATMENT ON AMALGAMATION IN THE BOOKS OF THE TRANSFEEE COMPANY

- 14.1 Upon the Scheme becoming effective, the Transferee Company shall account for the amalgamation of the Transferor Company in its books of accounts with the "Pooling of Interests Method" as set out in Appendix C – 'Business Combinations of entities under common control' of Indian Accounting Standards ('Ind AS') 103 – 'Business Combinations', as amended from time to time, prescribed under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as under:
- All the assets, liabilities and reserves in the books of the Transferor Company shall stand transferred to and vested in the Transferee Company pursuant to this Scheme and shall be recorded by the Transferee Company at their respective carrying amounts as appearing in the books of the Transferor Company.
 - The identity of the reserves pertaining to the Transferor Company, shall be preserved and they shall be recorded in the financial statements of the Transferee Company in the same form in which they appeared in the books of the Transferor Company, and it shall be aggregated with the corresponding balance appearing in the books of the Transferee Company;
 - The inter-company investment in the form of the equity shares and convertible securities (including debentures) of the Transferor Company, and all inter-company balances, as



appearing in the books of the Transferee Company and the Transferor Company, shall stand cancelled and there shall be no further obligation in that behalf;

- d. The difference in the value of assets over liabilities and reserves of the Transferor Company vested with and recorded by the Transferee Company (after giving effect of Clause 14.1(a), Clause 14.1(b) and Clause 14.1(c) above) shall be transferred to the 'Capital Reserve Account' in the financial statements of the Transferee Company and the same would be presented separately from other capital reserves with disclosure of its nature and purpose in the notes to the financial statements of the Transferee Company.
- e. In case of any differences in the accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail and the impact of the same will be quantified and adjusted in the revenue reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the true financial position on the basis of consistent accounting policies.
- f. The comparative financial information presented in the financial statements of the Transferee Company should be restated as if the business combination had occurred from the beginning of the comparative period.

15. ACCOUNTING TREATMENT ON AMALGAMATION IN THE BOOKS OF THE TRANSFEROR COMPANY

The Transferor Company shall stand dissolved without being wound up upon this Scheme becoming effective as mentioned in Clause 16 of this Scheme and all the assets and liabilities as well as reserves shall be transferred to the Transferee Company as per Clause 14. Hence there is no accounting treatment prescribed under this Scheme in the books of accounts of the Transferor Company.

16. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the Scheme becoming effective, the Transferor Company shall be automatically dissolved without being wound up and the Board of Directors of the Transferee Company or any committee thereof is hereby authorized to take all steps as may be necessary or desirable or proper on behalf of the Transferor Company from the Effective Date to resolve any question, doubts, or difficulty whether by reason of any order(s) of the court(s) or any directive, order or sanction of any Appropriate Authority or otherwise arising out of or under this Scheme or any matter therewith.

17. CONSOLIDATION OF THE AUTHORISED SHARE CAPITAL

- 17.1 Upon this Scheme becoming effective, the authorized share capital of the Transferor Company as set out in this Scheme shall be deemed to be added to and combined with the authorized share capital of the Transferee Company.



- 17.2 Pursuant to the combination/ consolidation of the authorized share capital pursuant to Clause 17.1 above, the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any requirement of a further act, deed, be and stand altered, modified and amended, such that Clause V of the Memorandum of Association of the Transferee Company shall be replaced by the following:

"The Authorized Share Capital of the Company is INR 210,00,00,000 (Rupees Two Hundred and Ten Crores only) divided into 21,00,00,000 (Twenty-One Crores) equity shares of INR 10 (Rupees Ten only) each."

The Board of Directors of the Transferee Company at its meeting dated August 14, 2023 have approved the increase in the authorized share capital of the Transferee Company from INR 50,00,00,000 (Indian Rupees Fifty Crores Only) to INR 80,00,00,000 (Indian Rupees Eighty Crores Only). The Transferee Company is in the process of seeking necessary approvals including approvals from the shareholders in accordance with the provisions of the Act. The authorized share capital mentioned hereinabove in Clause 17.2 includes the proposed increase in authorized share capital of the Transferee Company from INR 50,00,00,000 (Indian Rupees Fifty Crores Only) to INR 80,00,00,000 (Indian Rupees Eighty Crores Only) pursuant to the resolution passed by the Board of Directors at its meeting dated August 14, 2023.

- 17.3 It is clarified that the consent of the shareholders of the Transferee Company to this Scheme shall be deemed to be sufficient for the purposes of effecting the aforementioned amendments and increase of authorized share capital of the Transferee Company pursuant to Clause 17.1 and no further resolution(s) under Section 4, 13, 14, 61 and 64 and all other applicable provisions of the Act, if any, would be required to be passed separately.
- 17.4 In accordance with Section 232(3)(i) of the Act and the Applicable Law, the stamp duties and/ fees (including registration fees) paid on the authorized share capital of the Transferor Company shall be utilized and applied to the increased authorized share capital of the Transferee Company pursuant to Clause 17.1 above and no stamp duties and/ fees would be payable for increase in the authorized share capital of the Transferee Company to the extent of fees already paid in relation to the authorized share capital of the Transferor Company.
- 17.5 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.

[this space has been intentionally left blank]



PART IV: REDUCTION OF THE CAPITAL OF THE TRANSFEREE COMPANY

18. UTILIZATION OF THE CAPITAL RESERVE

- 18.1 Immediately after Part III (amalgamation of the Transferor company with the Transferee Company) of the Scheme becoming effective including the accounting for the Amalgamation in accordance with Clause 14 hereinabove, the credit balance appearing in the Capital Reserve Account of the Transferee Company, including the Capital Reserve Account of the Transferor Company accounted in accordance with Clause 14 above and the amount of the Capital Reserve Account, if any, arising pursuant to the Amalgamation in the books of the Transferee Company, shall be set off against a) the debit balance appearing in the Profit and Loss Account of the Transferee Company as on the Appointed Date and b) the debit balance of the Profit and Loss Account of the Transferor Company as accounted by the Transferee Company in accordance with Clause 14 hereinabove.
- 18.2 The utilization of the Capital Reserve Account as mentioned in Clause 18.1 hereinabove shall be effected as an integral part of the Scheme and the order of the NCLT sanctioning this Scheme under Section 230 to 232 of the Act shall be deemed to be an order under Section 66 and other applicable provisions of the Act and no separate sanction under Section 66 and other applicable provisions of the Act will be necessary.
- 18.3 The Transferee Company shall not, nor shall be obliged to, (i) call for a separate meeting of its shareholders and creditors (secured, unsecured or otherwise) for obtaining their approval sanctioning the reduction of the capital of the Transferee Company as per Clause 18.1 above; or (ii) obtain any additional approvals/ compliances under section 66 of the Act.
- 18.4 The reduction in the Capital Reserve Account of the Transferee Company pursuant to the Clause 18.1 above, is in accordance with the provisions of Section 230 to 232 read with Section 66 of the Act, as the same does not result in the extinguishment or diminution of any liability in respect of the unpaid share capital of the Transferee Company if any or payment to any shareholder of any paid-up share capital of the Transferee Company and the order of the NCLT sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act confirming such reduction of capital of the Transferee Company. The reduction in the Capital Reserve of the Transferee Company in the manner contemplated under Clause 18.1 above, would not have any impact on the shareholding pattern of the Transferee Company nor would it have any adverse impact on the creditors or employees of the Transferee Company as there is no outflow of/ payout of funds from the Transferee Company.
- 18.5 Notwithstanding the reduction in the Capital Reserve Account as per Clause 18.1, the Transferee Company shall not be required to add 'And Reduced' as a suffix to its name.

[this space has been intentionally left blank]



PART V: GENERAL TERMS AND CONDITIONS

19. APPLICATION TO THE NCLT

- 19.1 The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make joint applications to the NCLT, under Sections 230 to 232 of the Act and other applicable provisions of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the classes of their respective shareholders and/ or creditors and for sanctioning this Scheme, with such modifications as may be approved by the NCLT.
- 19.2 The Transferor Company and the Transferee Company shall be entitled, pending the effectiveness of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals, as agreed between the Transferor Company and the Transferee Company, which the Transferor Company and the Transferee Company may require to effect the transactions contemplated under the Scheme, in any case subject to the terms as may be mutually agreed between the Transferor Company and the Transferee Company.
- 19.3 Upon this Scheme becoming effective, the respective shareholders of the Transferor Company and the Transferee Company shall be deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained in this Scheme.

20. CONDITIONALITY OF THE SCHEME

- 20.1 The coming into effect of this Scheme is conditional upon and subject to:
- The Scheme being approved by requisite majorities of the shareholders and/ or creditors of the Transferor Company and the Transferee Company as may be directed by the NCLT;
 - The BSE issuing their observation/ no-objection letters, wherever required under the Applicable Law and SEBI issuing its comments on the Scheme, to the Transferee Company, as required under the SEBI Circular and other applicable laws;
 - The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
 - The sanctioning of this Scheme by the NCLT, whether with any modifications or amendments as NCLT may deem fit or otherwise under Section 230 to 232 of the Act and other applicable provisions of the Act;
 - Filing of the certified copies of the order of the NCLT sanctioning the Scheme, by the Transferor Company and the Transferee Company, under the applicable provisions of the Act, with the Registrar of Companies, Delhi and/ or other applicable authority.



21. EFFECT OF NON-APPROVALS

- 21.1 In the event of any of the said approvals or conditions referred to in Clause 20 above, not being obtained and/ or complied with and/ or satisfied and/ or the Scheme not being sanctioned by the Tribunal and/ or order or orders not being passed as aforesaid by such date as may be mutually agreed upon by the respective Board of Directors of the Transferor Company and the Transferee Company, this Scheme shall stand revoked, cancelled and be of no effect. The Transferor Company and the Transferee Company shall, in such event, *inter se* bear and pay their respective costs, charges, expenses in connection with the Scheme.
- 21.2 In the event of revocation under Clause 21.1 above, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* to the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the Applicable Laws.

22. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

- 22.1 The Transferor Company and the Transferee Company (acting through their respective Board of Directors or authorized representatives) may assent to any modifications or amendments to this Scheme which the NCLT, and/ or any other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise in implementing and/ or carrying out the Scheme.
- 22.2 The Transferor Company and the Transferee Company (acting through their respective Board of Directors or authorized representatives) be and are hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the NCLT, or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/ or any matters concerning or connected therewith.
- 22.3 The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel, withdraw and declare this Scheme (or any part thereof) to be of no effect at any stage, but before the Effective date, and where applicable re-file, at any stage, in case
- a. this Scheme is not approved by the NCLT or if any other consents, approvals, permissions, resolutions, agreements, sanctions and conditions required for giving effect to this Scheme are not received or delayed;
 - b. any condition or modification imposed by the NCLT which is not acceptable;
 - c. the coming into effect of this Scheme in terms of the provisions hereof or filing of the drawn-up order(s) with any Governmental Authority could have adverse implication on the Transferor Company and/or the Transferee Company; or



- d. for any other reason whatsoever, and do all such acts, deeds and things as they may deem necessary and desirable in connection therewith and incidental thereto.

Upon revocation, cancellation or withdrawal, this Scheme shall stand revoked, cancelled or withdrawn and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* between the Transferor Company and the Transferee Company or their respective shareholders or creditors or Employees or any other person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable Law and in such case, each party shall bear its own costs, unless otherwise mutually agreed.

23. SEVERABILITY

- 23.1 If any part of this Scheme is held invalid, ruled illegal by the NCLT or any court of competent jurisdiction, or becomes unenforceable for any reason, whether under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part of the Scheme shall be severable from the remainder and this Scheme shall not be affected thereby, unless deletion of such part of the Scheme causes the Scheme to become materially adverse to either the Transferor Company or the Transferee Company, in which case the Transferor Company and the Transferee Company shall attempt to bring about a modification in this Scheme, as will best preserve for the parties the benefits and obligations of this Scheme, including but not limited to such part of the Scheme.
- 23.2 Before the Scheme becomes effective, the respective Transferor Company and the Transferee Company, with prior approval of the respective Board of Directors, shall be at liberty to withdraw from this Scheme or any part thereof, in case of any condition or alteration imposed by the NCLT or any other authority or any bank or financial institution is unacceptable to any of them or if any material change in the circumstances takes place or otherwise if so mutually agreed. No approval of the shareholders or creditors of either the respective Transferor Company or the Transferee Company shall be necessary for giving effect to the provisions contained in this Clause.

24. PERMISSION TO RAISE CAPITAL

Notwithstanding anything contained in this Scheme and subject to Applicable Laws, until this Scheme becomes effective, the Transferee Company shall have right to raise capital, whether *via* preferential issue or qualified institutional placement or rights issue or through any other permissible mode and/or combination thereof as may be considered appropriate, by way of issuance of equity/ convertible/ non-convertible securities in any other way for the efficient functioning including but not limited for the organic and inorganic growth of the business.

[this space has been intentionally left blank]



25. GENERAL TERMS AND CONDITIONS

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



For Quint Digital Media Limited


Company Secretary

[this space has been intentionally left blank]

