SRI ADHIKARI BROTHERS
TELEVISION NETWORK LTD.

11th June, 2015

To,
The Manager – Listing Department
National Stock Exchange of India Limited
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex, Bandra (East),
Mumbai - 400051

Dear Sirs

Sub: **Composite Scheme of Amalgamation and Arrangement between Maiboli Broadcasting Private Limited ('MBPL') and Sri Adhikari Brothers Assets Holding Private Limited ('SAB Assets') and Sri Adhikari Brothers Television Network Limited ('SABTNL' or 'the Company') and UBJ Broadcasting Private Limited ('UBJ') and HHP Broadcasting Services Private Limited ('HHP') and MPCR Broadcasting Service Private Limited ('MPCR') and TV Vision Limited ('TVL') and SAB Events & Governance Now Media Private Limited('SAB Events) (Formerly Known as Marvick Entertainment Private Limited) and their respective shareholders ('the Scheme') under sections 391 to 394 read with Sections 100 to 103 and Section 78 of the Companies Act, 1956 and/or Section 52 of Companies Act, 2013.**

Ref: **Observation Letter dated March 30, 2015 under clause 24(f) no. DCS/AMAL/CS/24(f)/342/2014-15; and**
Observation Letter dated March 27, 2015 under clause 24(f) no. NSE/LIST/20235

We refer to application dated 8th September, 2014 to BSE Limited ('BSE') and National Stock Exchange of India Limited ('NSE') and the 'Observation Letter' issued by you under clause 24(f) of the Listing Agreement in connection with the Composite Scheme of Amalgamation and Arrangement between Maiboli Broadcasting Private Limited ('MBPL' or 'the Transferor Company') and Sri Adhikari Brothers Assets Holding Private Limited ('SAB Assets' or 'First Demerged Company) and Sri Adhikari Brothers Television Network Limited ('SABTNL' or 'Second Demerged Company' or 'Transferee Company' or 'Company') and UBJ Broadcasting Private Limited ('UBJ' or 'Third Demerged Company') and HHP Broadcasting Services Private Limited ('HHP' or 'Fourth Demerged Company') and MPCR Broadcasting Service Private Limited ('MPCR' or 'Fifth Demerged Company') and TV Vision Limited ('TVL' or ' First Resulting Company') and SAB Events & Governance Now Media Private Limited ('SAB Events' or 'Second Resulting Company')(formerly known as Marvick Entertainment Private Limited ('MEPL')) and their respective shareholders ('the Scheme'), under sections 391 to 394 read with Sections 100 to 103 and Section 78 of the Companies Act, 1956 and/or Section 52 of Companies Act, 2013, which inter alia provided for:

Part	Arrangement	Appointed Date
Part II	Merger of MBPL with the Company	April 1, 2014
Part III	Demerger of Publication Business of SAB Assets into the Company	April 1, 2014
Part IV	Demerger of Broadcasting Business of SABTNL, UBJ, HHP and MPCR to TV Vision Limited	Effective Date
Part V	Demerger of Publication Business of the Company to SAB Events	Effective Date

The Company Summons for Direction of the Sri Adhikari Brothers Television Network Limited was admitted before the Hon'ble High Court of Judicature at Bombay vide order dated 08th May, 2015. The Court vide its order has directed the Company to convene meeting of the Equity Shareholders of the Company on Friday, 19th June, 2015 at 10.00 a.m. at Celestial Banquets, B/47, Paramount Building, Off New Link Road, Veera Desai Industrial Estate, Andheri (West), Mumbai - 400102, Maharashtra.

Having regard to the present status, it may take another few months for the approval of Hon'ble High Court and other regulatory authorities to sanction the scheme. The financial results of the Company would also be declared before the Scheme is sanctioned by the Hon'ble High Court and other regulatory authorities. Therefore, in view of the administrative, accounting and operational convenience, it would be prudent for the Company and its shareholders, if the Appointed Date for merger of Maiboli Broadcasting Private Limited with the Applicant Company and Demerger of Publication Business of Sri Adhikari Brothers Assets Holding Private Limited into Applicant Company is changed from 1st April 2014 to 1st April 2015. Accordingly, the Board at its meeting held on 15th May, 2015 proposed to change the Appointed Date of merger of Maiboli Broadcasting Private Limited with the Applicant Company and demerger of Publication Business of Sri Adhikari Brothers Assets Holding Private Limited into the Applicant Company from 1st April, 2014 to 1st April, 2015.The proposed Scheme with modification would not impact any stake holders, including the public shareholders at large for:

a) MBPL is a wholly owned subsidiary of the Company and hence, no consideration is discharged for the said merger; and

b) The net assets of the Publication Business of SAB Assets has increased since April 1, 2014. A certificate from M/s. SSPA & Co, Chartered Accountants certifying the net assets of the Publication Business of SAB Assets and hence no change in the share entitlement ratio is attached herewith as **Annexure A.** Also attached is the copy of the Addendum to Fairness Opinion dated 28 August, 2014 provided by M/s. Fortress Capital Management Services Pvt. Ltd, Category I Merchant Banker **Annexure B**.

On examination of the various documents as placed before the Audit Committee at its meeting held on Friday, 15th May, 2015, the Audit Committee approved and recommended the same for consideration by the Board of Directors of the Company. Addendum to the Report of the Audit Committee recommending the Scheme with modification is marked as **Annexure C**.

The Board of Directors at its meeting held on Friday, 15th May, 2015 passed the resolution for approval of the modification in the Composite Scheme of Amalgamation & Arrangement marked as **Annexure D**.

The proposed modification to the Scheme is subject to the approval of the shareholders, Hon'ble High Court. Accordingly, the Company has dispatched the notice of Court Convened Meeting to its Shareholders seeking their consent to the Scheme with modification. Copy of the Notice and Explanatory Statement is attached herewith as **Annexure E.**

The Company along with notice of Court Convened Meeting has dispatched the Notice for Postal Ballot and e-voting in compliance with SEBI Circular CIR/CFD/DIL/5/2013 dated 4th February, 2013 read with SEBI Circular CIR/CFD/DIL/8/2013 dated 21st May, 2013 ("SEBI Circulars") seeking shareholders' approval to the Scheme with modifications. Copy of the Notice for Postal Ballot and e-voting along with the Explanatory statement is attached herewith as **Annexure E.** Also attached is the copy of the modified Scheme as **Annexure G**.

We request you to kindly take the above documents on record and oblige.

Thanking you,
Yours sincerely,

For **Sri Adhikari Brothers Television Network limited**

Rakesh Gupta
CFO & AVP- Finance & Accounts



"Annexure – A"

SSPA & CO.
Chartered Accountants
1st Floor, " Arjun", Plot No. 6 A,
V. P. Road, Andheri (W),
Mumbai - 400 058. INDIA.
Tel. : 91 (22) 2670 4376
91 (22) 2670 3682
Fax : 91 (22) 2670 3916
Website : www.sspa.in

STRICTLY PRIVATE & CONFIDENTIAL
May 15, 2015

The Board of Directors,
Sri Adhikari Brothers Television Network Limited
6th Floor, Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
Maiboli Broadcasting Private Limited
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
Sri Adhikari Brothers Asset Holding Private Limited
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
TV Vision Limited
4th Floor, Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
MPCR Broadcasting Services Private Limited
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
UBJ Broadcasting Private Limited
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
HHP Broadcasting Private Limited
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
SAB Events & Governance Now Media Private Limited (Formerly known as Marvick Entertainment Private Limited)
3-4 Sukh Shanti, 8th Road, JVPD Scheme, Vile Parle (West), Mumbai - 400049

Sub: Addendum to Report dated August 28, 2014 in connection with proposed restructuring exercise of Sri Adhikari Brothers Television Network Limited, its subsidiaries and group companies

This Letter is given in addition to the report dated August 28, 2014 for the proposed restructuring exercise of Sri Adhikari Brothers Television Network Limited (hereinafter referred to as "SABTNL"), its subsidiaries and group companies.

We have been informed by the management of SABTNL (hereinafter referred to as the "Management") that they are proposing to amend the scheme, wherein the Appointed Date will

be changed to April 1, 2015 instead of April 1, 2014 in case of amalgamation of Maiboli Broadcasting Private Limited (hereinafter referred to as "MBPL") with SABTNL and demerger of "Publication Business" of Sri Adhikari Brothers Assets Holding Private Limited (hereinafter referred to as "SAB Assets") into SABTNL. We have been informed that the aforesaid amendment to the Composite Scheme is subject to approval of the Shareholders and the Jurisdictional High Court.

We have been provided with financials for financial year 2014-15 for the "Publication Business" of SAB Assets. As per Management certified financials of publication and Event business of SAB Assets, the net Assets as on March 31, 2015 is given below:

(INR Lacs)

Particulars	31-Mar-14	31-Mar-15
LIABILITIES		
Non-Current liabilities		
Deferred Tax liabilities (net)	3.98	3.92
Sub Total -Non Current liabilities	**3.98**	**3.92**
Current liabilities		
Trade Payable	92.02	39.12
Other Current liabilities	10.17	5.13
Short-term provisions	6.07	7.57
Sub Total -Current liabilities	**108.26**	**51.81**
Long Term Borrowings		8.73
TOTAL LIABILITIES	**112.24**	**64.46**
ASSETS		
Non-Current Assets		
Fixed Assets	25.32	34.20
Long-term loans & advances	11.88	11.88
Sub Total -Non Current assets	**37.20**	**46.08**
Current Assets		
Trade Receivables	238.99	145.50
Cash and cash equivalents	46.84	28.41
Short Terms loans and advances	0.70	40.71
Other Current assets	26.65	47.57
Sub Total -Current assets	**313.18**	**262.19**
TOTAL-ASSETS	**350.37**	**308.27**
NET WORTH OF THE BUSINESS	**238.13**	**243.81**

Conclusion

The net assets in case of "Publication Business" of SAB Assets has increased as compared to FY 2013-14 and we have been informed by the Board of Directors of SAB Assets that Shareholders/Promoters have agreed to forego the additional benefit on account of higher Net Assets pursuant to the change in the Appointed Date.

Further, since MBPL is a wholly owned subsidiary of SABTNL no shares would be issued for merger of MBPL with SABTNL.

Considering the above, we are of the view that there would be no change in share entitlement ratios recommended in our report dated August 28, 2014 if the Appointed Date is changed from April 1, 2014 to April 1, 2015.

Thanks and regards,



SSPA & Co.,
Chartered Accountants,
Firm Registration No: 128851W

Place: Mumbai

"Annexure B"

FORTRESS

STRICTLY PRIVATE & CONFIDENTIAL

May 15, 2015

The Board of Directors,
Sri Adhikari Brothers Television Network Limited
6th Floor, Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
Maiboli Broadcasting Private Limited
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
Sri Adhikari Brothers Asset Holding Private Limited
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
TV Vision Limited
4th Floor, Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
MPCR Broadcasting Services Private Limited
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
UBJ Broadcasting Private Limited
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
HHP Broadcasting Private Limited
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053.

The Board of Directors,
SAB Events & Governance Now Media Private Limited (Formerly known as Marvick Entertainment Private Limited)
3-4 Sukh Shanti, 8th Road, JVPD Scheme, Vile Parle (West), Mumbai - 400049

Sub: Addendum to the Fairness Opinion Report dated August 28, 2014 in connection with proposed restructuring exercise of Sri Adhikari Brothers Television Network Limited, its subsidiaries and group companies

This Letter is given in addition to the Fairness Opinion report dated August 28, 2014 for the proposed restructuring exercise of Sri Adhikari Brothers Television Network Limited (hereinafter referred to as "SABTNL"), its subsidiaries and group companies.

We have been informed by the management of SABTNL (hereinafter referred to as the "Management") that they are proposing to amend the Scheme, wherein the Appointed Date will be changed to April 1, 2015 instead of April 1, 2014 in case of amalgamation of Maiboli

CIN : U67120MH2004PTC145815
FORTRESS CAPITAL MANAGEMENT SERVICES PVT. LTD.

Broadcasting Private Limited (hereinafter referred to as "MBPL") with SABTNL and demerger of "Publication Business" of Sri Adhikari Brothers Assets Holding Private Limited (hereinafter referred to as "SAB Assets") into SABTNL. We have been informed that the aforesaid amendment to the Composite Scheme is subject to approval of the Shareholders and the Jurisdictional High Court.

We have been provided with the Addendum to Valuation Report by SSPA & Co. Chartered Accountants, dated May 15, 2015, recommending the No change in the share entitlement ratios, due to change in Appointed Date from April 1, 2014 to April 1, 2015.

Conclusion

The net assets in case of "Publication Business" of SAB Assets for FY 2014-15 has increased as compared to FY 2013-14 and we have been informed by the Board of Directors of SAB Assets that Shareholders/Promoters have agreed to forego the additional benefit on account of higher Net Assets pursuant to the change in the Appointed Date.

Further, since MBPL is a wholly owned subsidiary of SABTNL no shares would be issued for merger of MBPL with SABTNL.

Considering the above, we are of the view that no change in share entitlement ratios, due to change in Appointed Date from April 1, 2014 to April 1, 2015 as recommended by SSPA & Co. Chartered Accountants is fair.

Thanks and regards,

For Fortress Capital Management Services Pvt Ltd.

Authorised Signatory

SEBI Registration Number: INM000011146

Place: Mumbai

"Annexure – C"

SRI ADHIKARI BROTHERS TELEVISION NETWORK LTD.

ADDENDUM TO REPORT OF THE AUDIT COMMITTEE DATED 28TH AUGUST, 2014 OF SRI ADHIKARI BROTHERS TELEVISION NETWORK LIMITED AT ITS MEETING HELD ON 15TH May, 2015 AT 6TH FLOOR, ADHIKARI CHAMBERS, OBEROI COMPLEX, NEW LINK ROAD, ANDHERI (WEST), MUMBAI-400053

Members Present:	**Designation**
Mr. Prasannakumar Gawde	Chairman (Independent)
Mr. Gautam Adhikari	Member (not voted)
Mr. M.S. Kapur	Member
Mrs. Kalindi Jani	Member
In Attendance:	
Ms. Lehar Arora	Company Secretary & Compliance Officer
Invitees:	
Mr. Markand Adhikari	Vice Chairman & Managing Director
Mr. Rakesh Gupta	CFO and AVP- Finance and Accounts
Mr. Sujal Shah	M/S. SSPA & Co. Chartered Accountants
Mr. A. R. Sodha	Statutory Auditor - M/s. A.R. Sodha & Co.

1. **Background:**

The Audit Committee on 28th August, 2014 had considered and recommended the Composite Scheme of Amalgamation and Arrangement between Maiboli Broadcasting Private Limited ('MBPL') and Sri Adhikari Brothers Assets Holding Private Limited ('SAB Assets') and Sri Adhikari Brothers Television Network Limited ('SABTNL') and UBJ Broadcasting Private Limited ('UBJ') and HHP Broadcasting Services Private Limited ('HHP') and MPCR Broadcasting Service Private Limited ('MPCR') and TV Vision Limited ('TVL') and SAB Events & Governance Now Media Private Limited (Formerly Known as 'Marvick Entertainment Private Limited')('SAB Events') and their Respective Shareholders ('the Scheme') under Sections 391 to 394 read with Section 78 and Sections 100 to 103 of the Companies Act, 1956 and Section 52 of the Companies Act, 2013, placed before them by the Management.

The management placed before the Audit Committee the modified Scheme providing for change in Appointed Date of merger of MBPL with the Company and demerger of Publication undertaking of SAB Assets into the Company from 01st April 2014 (as originally proposed) to 01st April, 2015.

This Addendum to report of the Audit Committee is made in order to comply with the requirements of SEBI Circulars and after inter-alia considering the Composite Scheme of Amalgamation & Arrangement with modification.

2. **Documents placed before the Committee**

The following documents were placed before the Audit Committee:

a) Composite Scheme of Amalgamation & Arrangement with modification;

Registered Office:
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400 053.
Tel.: 022-40230000 | Fax: 022-26395459

b) Addendum to Valuation report dated 28th August, 2014 by M/s. SSPA & Co, Independent Chartered Accountants, describing the methodology adopted by them in arriving at the Fair Share Entitlement Ratio;

c) Addendum to Fairness Opinion dated 28th August, 2014 by M/s. Fortress Capital Management Services Private Limited, Category I, Merchant Banker, providing the Fairness Opinion on the Share Entitlement Ratio recommended in the Valuation Report prepared by SSPA & Co ("Fairness Opinion"); and

3. Features modified in the Scheme

Following are the features that are modified in the Scheme:

Steps	Modified Appointed Date	Entitlement/Exchange Ratio
Part II of the Scheme a) Amalgamation of Maiboli Broadcasting Private Limited with SABTNL	April 1, 2015	NIL
Part III of the Scheme a) Demerger of Publication Business Undertaking of SAB Assets into SABTNL	April 1, 2015	*"2,381,068 fully paid up Redeemable Preference Shares of the face value of Rs. 10/- (Rupees Ten only) each in SABTNL shall be issued to the Shareholders SAB Assets on proportionate basis"*

Based on the addendum to Valuation Report, there will be no change in Entitlement ratios, as mentioned above if the Appointed Date is changed from 1st April, 2014 (as originally proposed) to 1st April, 2015.

4. Recommendation of the Audit Committee:

- The Audit Committee recommends the Composite Scheme of Amalgamation and Arrangement between MBPL and SAB Assets and SABTNL and UBJ and HHP and MPCR and TVL and SAB Events and their Respective Shareholders with modification, for consideration by the Board of Directors of the Company.

Date: 15th May, 2015
Place: Mumbai

SAI ADINATH BROTHERS TELEVISION NETWORK LTD. MUMBAI

CHAIRMAN

"Annexure - D"

SRI ADHIKARI BROTHERS TELEVISION NETWORK LTD.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF SRI ADHIKARI BROTHERS TELEVISION NETWORK LIMITED AT ITS MEETING HELD ON 15TH MAY, 2015 AT 6TH FLOOR, ADHIKARI CHAMBERS, OBEROI COMPLEX, NEW LINK ROAD, ANDHERI (WEST), MUMBAI-400053.

MODIFICATION IN THE COMPOSITE SCHEME OF AMALGAMATION AND ARRANGEMENT

"**RESOLVED THAT** the Composite Scheme of Amalgamation and Arrangement between Maiboli Broadcasting Private Limited ('Transferor Company') and Sri Adhikari Brothers Assets Holding Private Limited ('First Demerged Company') and Sri Adhikari Brothers Television Network Limited ('Transferee Company' or 'Second Demerged Company' or 'Applicant Company') and UBJ Broadcasting Private Limited ('Third Demerged Company') and HHP Broadcasting Services Private Limited ('Fourth Demerged Company') and MPCR Broadcasting Service Private Limited ('Fifth Demerged Company') and TV Vision Limited ('First Resulting Company') and SAB Events & Governance Now Media Private Limited (Formerly known as 'Marvick Entertainment Private Limited') ('Second Resulting Company') and their Respective Shareholders ('Scheme') pursuant to the provisions of Section 391 to 394 read with Sections 78, 100 to 103 of the Companies Act, 1956 and Section 52 and other applicable provisions of Companies Act, 2013 as approved by the Board of Directors of the Company at its meeting held on 28th August, 2014 be and is hereby amended/modified wherein the Appointed Date as defined in para 1.1.2 of clause 1 of Part 1 of the Scheme for the merger of Maiboli Broadcasting Private Limited with the Applicant Company and demerger of Publication Business of Sri Adhikari Brothers Assets Holding Private Limited into the Applicant Company being modified from 1st April 2014 (as originally proposed) to 1st April 2015.

RESOLVED FURTHER THAT the addendum to the report from the Audit Committee recommending the Composite Scheme of Amalgamation and Arrangement with modification as placed before the Board be and is hereby accepted and taken on record.

RESOLVED FURTHER THAT addendum to Valuation Report dated 28th August, 2014 of M/s. SSPA & Co. for Fair Share Entitlement Ratio, Chartered Accountants and addendum to Fairness Report dated 28th August, 2014 of M/s. Fortress Financial Services Private Limited - Category I Merchant Banker, after considering the change in the Appointed Date as placed before the Board, be and is hereby noted and adopted.



Registered Office:
Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400 053.
Tel : 022-40230000 | Fax: 022-26395459

RESOLVED FURTHER THAT copy of the Composite Scheme of Amalgamation and Arrangement with modification as circulated to the Directors be and is hereby approved.

RESOLVED FURTHER THAT Mr. Gautam Adhikari, Chairman and Whole Time Director and/or Mr. Markand Adhikari, Vice Chairman and Managing Director, and/or Mr. Anand Shroff, Authorised Signatory and/or Mr. Rakesh Gupta, CFO and AVP - Finance & Accounts of the Company and/or Ms. Lehar Arora, Company Secretary be and hereby severally authorized to do all such acts, deeds and things, to submit all the documents to High Court, Stock Exchanges and all the regulatory authorities as may be necessary and incidental to give effect to this resolution."

RESOLVED FURTHER THAT the copies of the foregoing resolutions certified to be true copies by any one of the above mentioned authorized persons and/or the Company Secretary be furnished to all concerned as may be necessary and they be requested to act thereon."

:Certified True Copy:

For **Sri Adhikari Brothers Television Network Limited**

Gautam Adhikari
Chairman & Whole Time Director
DIN: 00026444

Sri Adhikari Brothers Television Network Limited
MUMBAI

"Annexure – G"

COMPOSITE SCHEME OF AMALGAMATION AND ARRANGEMENT

BETWEEN

MAIBOLI BROADCASTING PRIVATE LIMITED ('Transferor Company)

AND

SRI ADHIKARI BROTHERS ASSETS HOLDING PRIVATE LIMITED ('First Demerged Company')

AND

SRI ADHIKARI BROTHERS TELEVISION NETWORK LIMITED ('Transferee Company' or 'Second Demerged Company')

AND

UBJ BROADCASTING PRIVATE LIMITED ('Third Demerged Company')

AND

HHP BROADCASTING SERVICES PRIVATE LIMITED ('Fourth Demerged Company')

AND

MPCR BROADCASTING SERVICE PRIVATE LIMITED ('Fifth Demerged Company')

AND

TV VISION LIMITED ('First Resulting Company')

AND

SAB EVENTS & GOVERNANCE NOW MEDIA PRIVATE LIMITED (Formerly known as "MARVICK ENTERTAINMENT PRIVATE LIMITED")('Second Resulting Company')

AND

THEIR RESPECTIVE SHAREHOLDERS

(Under Sections 391 to 394 read with Section 78 AND Sections 100 to 103 and Section 52 and other applicable provisions of the Companies Act, 1956 and Companies Act, 2013 as

SRI ADHIKARI BROTHERS TELEVISION NETWORK MUMBAI

the case may be)

A. PREAMBLE:

This Composite Scheme of Amalgamation and Arrangement ('the Scheme') is presented pursuant to the provisions of Sections 391 to 394 read with Section 78 and Sections 100 to 103 and Section 52 and other applicable provisions of the Companies Act, 1956 and provisions of the Companies Act, 2013, to the extent applicable for:

1. Merger of Maiboli Broadcasting Private Limited ('Transferor Company' or 'MBPL') with Sri Adhikari Brothers Television Network Limited ('Transferee Company' or 'SABTNL');
2. Demerger of Publication business of Sri Adhikari Brothers Assets Holding Private Limited ('First Demerged Company' or 'SAB Assets') into SABTNL;
3. Demerger of Broadcasting business of SABTNL/Second Demerged Company into TV Vision Limited ('First Resulting Company' or 'TVL');
4. Demerger of Broadcasting business of UBJ Broadcasting Private Limited ('Third Demerged Company' or 'UBJ'), HHP Broadcasting Services Private Limited ('Fourth Demerged Company' or 'HHP') and MPCR Broadcasting Service Private Limited ('Fifth Demerged Company' or 'MPCR') into TV Vision Limited ('First Resulting Company' or 'TVL'); and
5. Demerger of Publication business of SABTNL ('Second Demerged Company') into SAB Events & Governance Now Media Private Limited (Formerly known as Marvick Entertainment Private Limited) ('Second Resulting Company' or 'SAB Events');

B. INTRODUCTION

(i) Sri Adhikari Brothers Television Network Limited ("SABTNL" / "Transferee Company" / "Second Demerged Company") is a company incorporated under the provisions of the Companies Act,1956 having its registered office at 6th Floor, Adhikari Chambers, Oberoi complex, New Link Road, Andheri (West), Mumbai - 400053. SABTNL is listed on National Stock Exchange of India Limited (NSE) and BSE Limited (BSE). SABTNL is engaged in the business of content production and syndication and is the flagship company of the group.

(ii) Sri Adhikari Brothers Assets Holding Private Limited ("SAB Assets" or "First Demerged Company") is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Adhikari Chambers, Oberoi complex, New Link Road, Andheri (West), Mumbai - 400053. SAB Assets is engaged in publication business. SAB Assets is a promoter group company.

(iii) Maiboli Broadcasting Private Limited ("Transferor Company" or "MBPL") is a

ADHIKARI BROTHERS TELEVISION NETWORK MUMBAI

company incorporated under the provisions of the Companies Act, 1956 having its registered office at Adhikari Chambers, Oberoi complex, New Link Road, Andheri (West), Mumbai - 400053. MBPL is engaged in the business of broadcasting. MBPL is a wholly owned subsidiary of SABTNL.

(iv) UBJ Broadcasting Private Limited ("Third Demerged Company" or "UBJ") is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (West), Mumbai - 400053. UBJ is engaged in the business of broadcasting. UBJ is a wholly owned subsidiary of TVL and step down wholly owned subsidiary of SABTNL.

(v) HHP Broadcasting Services Private Limited ("Fourth Demerged Company" or "HHP") is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (West), Mumbai - 400053. HHP is engaged in the business of broadcasting. HHP is a wholly owned subsidiary of TVL and step down wholly owned subsidiary of SABTNL.

(vi) MPCR Broadcasting Service Private Limited ("Fifth Demerged Company" or "MPCR") is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (West), Mumbai - 400053. MPCR is engaged in the business of broadcasting. MPCR is a wholly owned subsidiary of TVL and step down wholly owned subsidiary of SABTNL.

(vii) TV Vision Limited ("First Resulting Company" or "TVL") is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 4th Floor, Adhikari Chambers, Oberoi complex, New Link Road, Andheri (West), Mumbai - 400053. TVL is engaged in the business of broadcasting. TVL is a wholly owned subsidiary of SABTNL.

(viii) SAB Events & Governance Now Media Private Limited (Formerly known as Marvick Entertainment Private Limited) ('Second Resulting Company' or 'SAB Events') is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Unit No. 3/65, Sukh Shanti, Nutan Laxmi Society, Cooper Hospital Lane, Opp. PNB, Juhu, Mumbai - 400049. SAB Events is incorporated to carry on publication business and is part of the promoter group entity.

C. OBJECTIVES OF THE SCHEME

The Group believes that the proposed amalgamation and arrangement, inter alia, will result into following benefits:

(i) Unlocking Shareholder Value in Broadcasting Business through listing of

ADHIKARI BROTHERS TELEVISION NETWORK MUMBAI

growing Broadcasting Business of the Group

(ii) Focusing on core business of content to facilitate a level playing field for the Company in new age media and to focus on creating and developing infrastructure related to the new age Media & Entertainment field; and

(iii) Creating a new vertical and rewarding the shareholders through listing of the niche and growth oriented Publication Business of the Group ('Publication Business').

D. PARTS OF THE SCHEME

The scheme is divided into the following parts:

1. **Part I** – deals with Definitions, Interpretations and Share Capital
2. **Part II** – deals with merger of Maiboli Broadcasting Private Limited ('Transferor Company' or 'MBPL') with Sri Adhikari Brothers Television Network Limited ('Transferee Company' or 'SABTNL');
3. **Part III** – deals with the demerger of publication business of Sri Adhikari Brothers Assets Holding Private Limited ('First Demerged Company' or 'SAB Assets') into SABTNL;
4. **Part IV** – deals with demerger of broadcasting business of the Demerged Companies, as hereinafter defined to TV Vision Limited ('First Resulting Company' or 'TVL');
5. **Part V** – deals with the demerger of publication business of SABTNL ('Second Demerged Company') into SAB Events & Governance Now Media Private Limited (Formerly known as Marvick Entertainment Private Limited) ('Second Resulting Company' or 'SAB Events'); and
6. **Part VI** – deals with General Terms and Conditions

PART I

1. DEFINITIONS, INTERPRETATIONS AND SHARE CAPITAL

1.1 DEFINITIONS

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

1.1.1 **"Act" or "the Act"** means the Companies Act, 1956 or the Companies Act, 2013, as the case may be and rules made there under and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force;

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1.1.2 **"Appointed Date"** means 1st April, 2015 or such other date as may be fixed by the High Court;

1.1.3 **"Board of Directors" or "Board"** means the Board of Directors of MBPL, SAB Assets, SABTNL, UBJ, HHP, MPCR, TVL and SAB Events, as the case may be or any committee thereof duly constituted or any other person duly authorized by the Board for the purpose of this Scheme;

1.1.4 **"Broadcasting Business Undertaking of the Demerged Companies"** shall mean the entire undertaking, business, activities and operations pertaining to the broadcasting business of each of the Demerged Companies, including the broadcasting business of the Transferor Company as transferred to and vested in the Transferee Company under this Scheme, as a going concern carried anywhere in India or outside India and shall include in particular the following:

(a) All assets and properties (whether movable or immovable, real or personal, corporeal or incorporeal, present, future or contingent, tangible or intangible), including all rights, title and interest in connection with the land and buildings thereon, leasehold or otherwise, plant and machinery, fixed or movable, and whether leased or otherwise, capital work in progress, other fixed assets, trademarks, brands, copyrights, literatures, investments, including investment in the equity capital of the First Resulting Company held by the Second Demerged Company, advances paid to any parties, loans, advances, inventory and work in progress relating to the broadcasting business of the Demerged Companies;

(b) All the debts, borrowings and liabilities, cash credit facilities, including contingent liabilities, present or future, whether secured or unsecured, raised or incurred, provision, duties and obligations of every kind, nature and description whatsoever and howsoever arising or accruing in relation to the business activities and/or operations relating solely to the broadcasting business. For the purpose of this Scheme, it is clarified that liabilities pertaining to the broadcasting business include:

(i) The liabilities, which arise out of the activities or operations of the broadcasting business;

(ii) Specific loans and / or borrowings raised, incurred and / or utilized solely for the activities or operation of the broadcasting business;

(iii) Liabilities other than those referred to in Sub-Clauses (i) and (ii) above and

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not directly relatable to the broadcasting business, being the amounts of any general or multipurpose borrowings of the Demerged Companies shall be allocated to the broadcasting business in the same proportion which the value of the assets transferred under this Clause bears to the total value of the assets of each of the Demerged Companies immediately before giving effect to the demerger of the Broadcasting Business Undertaking under this Scheme.

(c) All statutory licenses, approvals, permissions, no-objection certificates, permits, consents, patents, trademarks, copyrights, tenancies, offices, depots, quotas, rights, entitlements, privileges, benefits of all contracts / agreements (including, but not limited to, contracts / agreements with vendors, customers, government etc.), all other rights (including, but not limited to, right to use and avail electricity connections, water connections, environmental clearances, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, lease rights, easements, powers and facilities), relating to the broadcasting business of the Demerged Companies;

(d) All employees engaged in the broadcasting business of the Demerged Companies as on the Effective Date;

(e) All earnest monies and/or security deposits in connection with or relating to the broadcasting business of the Demerged Companies;

(f) All records, files, papers, engineering and process information, computer programs, manuals, data catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customers credit information, customers pricing information and other records, whether in physical form or electronic form in connection with or relating to broadcasting business of the Demerged Companies; and

(g) All pending litigations or proceedings filed by or against the Demerged Companies pertaining to the Broadcasting Business Undertaking.

(h) Whether any particular asset, liability or reserve should be included as asset, liability or reserve of the Broadcasting Business Undertaking or otherwise shall be decided mutually by the Directors or any committee thereof of the Demerged Companies and the First Resulting Company.

1.1.5 **"Court"** or **"High Court"** means the Hon'ble High Court of Judicature at Bombay or the National Company Law Tribunal, as applicable;

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1.1.6 **"Demerger Appointed Date"** means Effective Date or such other date as may be fixed by the High Court;

1.1.7 **"Demerged Companies"** means SABTNL, UBJ, HHP and MPCR and the term Demerged Company means any of the Demerged Company as the context may require;

1.1.8 **"Demerger Record Date"** means the date, after the date of issue of shares pursuant to this Scheme to the shareholders of the First Demerged Company ('Record Date'), to be fixed by the Board of Directors of the Second Demerged Company and the First Resulting Company and the Second Demerged Company and the Second Resulting Company, as the case may be for determining names of the equity shareholders of Second Demerged Company, who shall be entitled to shares of the First Resulting Company and the Second Resulting Company, respectively as specified under Clause 24 and Clause 32 of this Scheme;

1.1.9 **"Effective Date"** means the last of the dates on which all the conditions and matters referred to in Clause 42 of the Scheme occur or have been fulfilled or waived in accordance with this Scheme;

1.1.10 **"HHP" or "Fourth Demerged Company"** means HHP Broadcasting Services Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Adhikari Chambers, Oberoi complex, New Link Road, Andheri (West), Mumbai – 400053;

1.1.11 **"MBPL"** or **"Transferor Company"** means Maiboli Broadcasting Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Adhikari Chambers, Oberoi complex, New Link Road, Andheri (West), Mumbai - 400053;

1.1.12 **"SAB Events" or "Second Resulting Company"** means SAB Events & Governance Now Media Private Limited (Formerly known as Marvick Entertainment Private Limited), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Unit no. 3/65, Sukh Shanti, Nutan Laxmi Society, Cooper Hospital Lane, Opp PNB, Juhu, Mumbai - 400049;

1.1.13 **"MPCR"** or **"Fifth Demerged Company"** means MPCR Broadcasting Service

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Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Adhikari Chambers, Oberoi complex, New Link Road, Andheri (West), Mumbai - 400053;

1.1.14 **"Publication Business Undertaking / Publication Business"** shall mean the First Demerged Company's entire undertaking, business, activities and operations pertaining to the publication and event management business carried anywhere in India or outside India and shall include in particular the following:

(a) All assets and properties (whether movable or immovable, real or personal, corporeal or incorporeal, present, future or contingent, tangible or intangible), including all rights, title and interest in connection with the land and buildings thereon, leasehold or otherwise, plant and machinery, fixed or movable, and whether leased or otherwise, capital work in progress, other fixed assets, trademarks, brands, investments in shares (specifically relating to publication business), copyrights, literatures, advances paid to any parties, loans, advances, inventory and work in progress relating to the publication business of the First Demerged Company;

(b) All the debts, borrowings and liabilities, cash credit facilities, including contingent liabilities, present or future, whether secured or unsecured, raised or incurred, provision, duties and obligations of every kind, nature and description whatsoever and howsoever arising or accruing in relation to the business activities and/or operations relating solely to the publication business. For the purpose of this Scheme, it is clarified that liabilities pertaining to the publication business include:

(i) The liabilities, which arise out of the activities or operations of the publication business;

(ii) Specific loans and / or borrowings raised, incurred and / or utilized solely for the activities or operation of the publication business;

(iii) Liabilities other than those referred to in Sub-Clauses (i) and (ii) above and not directly relatable to the publication business, being the amounts of any general or multipurpose borrowings of the First Demerged Company shall be allocated to the Publication Business in the same proportion which the value of the assets transferred under this Clause bears to the total value of the assets of the First Demerged Company immediately before giving effect to the demerger of the Publication Business Undertaking under this Scheme.

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(c) All statutory licenses, approvals, permissions, no-objection certificates, permits, consents, patents, trademarks, copyrights, tenancies, offices, depots, quotas, rights, entitlements, privileges, benefits of all contracts / agreements (including, but not limited to, contracts / agreements with vendors, customers, government etc.), all other rights (including, but not limited to, right to use and avail electricity connections, water connections, environmental clearances, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, lease rights, easements, powers and facilities), relating to the publication business of the First Demerged Company;

(d) All employees engaged in the publication business of the First Demerged Company as on the Effective Date;

(e) All earnest monies and/or security deposits in connection with or relating to the publication business of the First Demerged Company;

(f) All records, files, papers, engineering and process information, computer programs, manuals, data catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customers credit information, customers pricing information and other records, whether in physical form or electronic form in connection with or relating to publication business of the First Demerged Company; and

(g) All pending litigations or proceedings filed by or against the First Demerged Company pertaining to the Publication Business Undertaking;

(h) Whether any particular asset, liability or reserve should be included as asset, liability or reserve of the Publication Business Undertaking or otherwise shall be decided mutually by the Directors or any committee thereof of the First Demerged Company and the First Resulting Company;

1.1.15 **"Record Date"** means the date to be fixed by the Board of Directors of the First Demerged Company and the Transferee Company for determining names of the equity shareholders of the First Demerged Company, who shall be entitled to Preference Shares of the Transferee Company as specified under Clause 16.1 of this Scheme;

1.1.16 **"Remaining Business of the First Demerged Company"** shall mean and include the whole of assets, properties, liabilities and the business(s) and entire business(s) of First Demerged Company excluding the Publication Business as defined in Clause 1.1.14 and specifically include the following (without limitation):

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(a) All the assets / properties of the First Demerged Company, whether movable or immovable, whether tangible or intangible including all rights, title, interest, covenant, including continuing rights, title and interest in connection with the land and the buildings thereon whether, corporeal or incorporeal, leasehold or freehold, and includes all rights, titles, interest and covenant, business, liability relating thereto, capital work in progress, other fixed assets, inventory and work in progress, investments in shares, advances paid to any parties for acquisition of development rights, all the loans and includes all rights, titles, interest and advances of the First Demerged Company as on the Appointed Date.

(b) All the debts and liabilities, present or future, whether secured or unsecured of the First Demerged Company as on the Appointed Date.

(c) All statutory licenses, approvals, permissions, no-objection certificates, permits, consents, patents, trademarks, tenancies, offices, depots, quotas, rights, entitlements, privileges, benefits of all contracts / agreements (including, but not limited to, contracts / agreements with vendors, customers, government etc.), all other rights (including, but not limited to, right to use and avail electricity connections, water connections, environmental clearances, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, lease rights, easements, powers and facilities), of the First Demerged Company as on the Appointed Date.

(d) All staff, workmen, and employees engaged in the First Demerged Company;

(e) All records, files, papers, information, computer programs, manuals, data, catalogues, quotations, sales advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records, whether in physical form or electronic form of First Demerged Company.

1.1.17 "Remaining Business of the Demerged Companies" shall mean and include the whole of assets, properties, liabilities and the business(s) and entire business(s) of Demerged Companies (other than the Second Demerged Company) excluding the Broadcasting Business as defined in Clause 1.1.4 and specifically include the following (without limitation):

(a) All the assets / properties of the Demerged Companies (other than Second Demerged Company), whether movable or immovable, whether tangible or intangible including all rights, title, interest, covenant, including continuing rights, title and interest in connection with the land and the buildings thereon whether, corporeal or incorporeal, leasehold or freehold, and includes all rights,

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titles, interest and covenant, business, liability relating thereto, capital work in progress, other fixed assets, inventory and work in progress, investments in shares, advances paid to any parties , all the loans and includes all rights, titles, interest and advances of the Demerged Companies (other than Second Demerged Company) as on the Demerged Appointed Date.

(b) All the debts and liabilities, present or future, whether secured or unsecured of the Demerged Companies (other than Second Demerged Company) as on the Demerger Appointed Date.

(c) All statutory licenses, approvals, permissions, no-objection certificates, permits, consents, patents, trademarks, tenancies, offices, depots, quotas, rights, entitlements, privileges, benefits of all contracts / agreements (including, but not limited to, contracts / agreements with vendors, customers, government etc.), all other rights (including, but not limited to, right to use and avail electricity connections, water connections, environmental clearances, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, lease rights, easements, powers and facilities), of the Demerged Companies (other than Second Demerged Company) as on the Demerger Appointed Date.

(d) All staff, workmen, and employees engaged in the Demerged Companies (other than Second Demerged Company);

(e) All records, files, papers, information, computer programs, manuals, data, catalogues, quotations, sales advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records, whether in physical form or electronic form of the Demerged Companies (other than Second Demerged Company).

1.1.18 "Remaining Business of the Second Demerged Company" shall mean and include the whole of assets, properties, liabilities and the business(s) and entire business(s) of the Second Demerged Company excluding the Publication Business Undertaking as defined in Clause 1.1.20 and the Broadcasting Business Undertaking as defined in Clause 1.1.4 and specifically include the following (without limitation):

(a) All the assets / properties of the Second Demerged Company, whether movable or immovable, whether tangible or intangible including all rights, title, interest, covenant, including continuing rights, title and interest in connection with the land and the buildings thereon whether, corporeal or incorporeal, leasehold or

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freehold, and includes all rights, titles, interest and covenant, business, liability relating thereto, capital work in progress, other fixed assets, inventory and work in progress, investments in shares, advances paid to any parties for acquisition of development rights, all the loans and includes all rights, titles, interest and advances of the Second Demerged Company as on the Effective Date.

(b) All the debts and liabilities, present or future, whether secured or unsecured of the Second Demerged Company as on the Effective Date.

(c) All statutory licenses, approvals, permissions, no-objection certificates, permits, consents, patents, trademarks, tenancies, offices, depots, quotas, rights, entitlements, privileges, benefits of all contracts / agreements (including, but not limited to, contracts / agreements with vendors, customers, government etc.), all other rights (including, but not limited to, right to use and avail electricity connections, water connections, environmental clearances, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, lease rights, easements, powers and facilities), of the Second Demerged Company as on the Effective Date.

(d) All staff, workmen, and employees engaged in the Second Demerged Company;

(e) All records, files, papers, information, computer programs, manuals, data, catalogues, quotations, sales advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records, whether in physical form or electronic form of the Second Demerged Company.

1.1.19. "SABTNL"/ "Transferee Company"/ "Second Demerged Company" means Sri Adhikari Brothers Television Network Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 6th Floor, Adhikari Chambers, Oberoi complex, New Link Road, Andheri (West), Mumbai - 400053;

1.1.20 "SABTNL's Publication Business Undertaking" shall mean the entire undertaking, business, activities and operations pertaining to the publication business of the First Demerged Company, transferred to and vested in SABTNL under this Scheme on a going concern basis and carried anywhere in India or outside India and shall include in particular the following:

(a) All assets and properties (whether movable or immovable, real or personal, corporeal or incorporeal, present, future or contingent, tangible or intangible),

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including all rights, title and interest in connection with the land and buildings thereon, leasehold or otherwise, plant and machinery, fixed or movable, and whether leased or otherwise, capital work in progress, other fixed assets, trademarks, brands, investments in shares (specifically relating to publication business), copyrights, literatures, advances paid to any parties, loans, advances, inventory and work in progress relating to the publication business of SABTNL;

(b) All the debts, borrowings and liabilities, cash credit facilities, including contingent liabilities, present or future, whether secured or unsecured, raised or incurred, provision, duties and obligations of every kind, nature and description whatsoever and howsoever arising or accruing in relation to the business activities and/or operations relating solely to the publication business. For the purpose of this Scheme, it is clarified that liabilities pertaining to the publication business include:

(i) The liabilities, which arise out of the activities or operations of the publication business;

(ii) Specific loans and / or borrowings raised, incurred and / or utilized solely for the activities or operation of the publication business;

(iii) Liabilities other than those referred to in Sub-Clauses (i) and (ii) above and not directly relatable to the publication business, being the amounts of any general or multipurpose borrowings of SABTNL shall be allocated to SABTNL's Publication Business in the same proportion which the value of the assets transferred under this Clause bears to the total value of the assets of SABTNL immediately before giving effect to the demerger of the SABTNL's Publication Business Undertaking under this Scheme.

(c) All statutory licenses, approvals, permissions, no-objection certificates, permits, consents, patents, trademarks, copyrights, tenancies, offices, depots, quotas, rights, entitlements, privileges, benefits of all contracts / agreements (including, but not limited to, contracts / agreements with vendors, customers, government etc.), all other rights (including, but not limited to, right to use and avail electricity connections, water connections, environmental clearances, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, lease rights, easements, powers and facilities), relating to the publication business of SABTNL;

(d) All employees engaged in the publication business of SABTNL as on the Effective Date;

(e) All earnest monies and/or security deposits in connection with or relating to the

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publication business of SABTNL;

(f) All records, files, papers, engineering and process information, computer programs, manuals, data catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customers credit information, customers pricing information and other records, whether in physical form or electronic form in connection with or relating to publication business of SABTNL; and

(g) All pending litigations or proceedings filed by or against SABTNL pertaining to SABTNL's Publication Business Undertaking.

(h) Whether any particular asset, liability or reserve should be included as asset, liability or reserve of SABTNL's Publication Business Undertaking or otherwise shall be decided mutually by the Directors or any committee thereof of SABTNL and the Second Resulting Company.

1.1.21 "SAB Assets"/ "First Demerged Company" means Sri Adhikari Brothers Assets Holding Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Adhikari Chambers, Oberoi complex, New Link Road, Andheri (West), Mumbai - 400053;

1.1.22 "Scheme" or **"this Scheme"** or **"the Scheme"** or **"Composite Scheme of Amalgamation and Arrangement"** means this Composite Scheme of Amalgamation and Arrangement in its present form as submitted to the High Court, with such modification(s), if any, as may be approved or imposed or directed by the High Court;

1.1.23 "TVL" or "First Resulting Company" means TV Vision Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 4th Floor, Adhikari Chambers, Oberoi complex, New Link Road, Andheri (West), Mumbai - 400053;

1.1.24 "Transferee Entities" or "Resulting Companies" means unlisted transferee entities i.e. TVL and SAB Events.

1.1.25 "UBJ" or "Third Demerged Company" means UBJ Broadcasting Private Limited, a company incorporated under the provisions of the Companies Act, 1956

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and having its registered office at Adhikari Chambers, Oberoi complex, New Link Road, Andheri (West), Mumbai - 400053;

1.2 Any references in this Scheme to "upon this Scheme becoming effective" or "upon coming into effect of this Scheme" or "upon the Scheme coming into effect" shall mean the Effective Date.

1.3 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 described to them under the Act and / or other applicable laws, rules, regulations, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time. In particular, wherever reference is made to the Honorable High Court(s) in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority, as may be vested with any of the powers of a High Court under the Act.

1.4 DATE OF TAKING EFFECT AND OPERATIVE DATE

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

1.5 SHARE CAPITAL

1.5.1 The authorised, issued, subscribed and paid-up capital of SABTNL as on 28th August, 2014 i.e. on the date of Board meeting sanctioning the Scheme is as under:

Particulars	Amount in Rs.
Authorised Share Capital 40,000,000 equity shares of Rs. 10 each	400,000,000
Issued, subscribed and paid-up 34,944,500 equity shares of Rs. 10 each, fully paid up	349,445,000

1.5.2 The authorised, issued, subscribed and paid-up capital of MBPL as on 28th August, 2014 i.e. on the date of Board meeting sanctioning the Scheme is as under:

Particulars	Amount in Rs.
Authorised Share Capital 8,500,000 equity shares of Rs. 10 each	85,000,000
Issued, subscribed and paid-up Share Capital 8,500,000 equity shares of Rs. 10 each, fully paid up	85,000,000

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1.5.3 The authorised, issued, subscribed and paid-up capital of SAB Assets as on 28th August, 2014 i.e. on the date of Board meeting sanctioning the Scheme is as under:

Particulars	Amount in Rs.
Authorised Share Capital 17,000,000 equity shares of Rs. 10 Each	170,000,000
Issued, subscribed and paid-up Share Capital 16,350,000 equity shares of Rs. 10 each, fully paid up	163,500,000

1.5.4 The authorised, issued, subscribed and paid-up capital of UBJ as on 28th August, 2014 i.e. on the date of Board meeting sanctioning the Scheme is as under:

Particulars	Amount in Rs.
Authorised Share Capital 8,500,000 equity shares of Rs. 10 each	85,000,000
Issued, subscribed and paid-up Share Capital 8,500,000 equity shares of Rs. 10 each, fully paid up	85,000,000

1.5.5 The authorised, issued, subscribed and paid-up capital of HHP as on 28th August, 2014 i.e. on the date of Board meeting sanctioning the Scheme is as under:

Particulars	Amount in Rs.
Authorised Share Capital 13,500,000 equity shares of Rs. 10 each	135,000,000
Issued, subscribed and paid-up Share Capital 13,500,000 equity shares of Rs. 10 each, fully paid up	135,000,000

1.5.6 The authorised, issued, subscribed and paid-up capital of MPCR as on 28th August, 2014 i.e. on the date of Board meeting sanctioning the Scheme is as under:

Particulars	Amount in Rs.
Authorised Share Capital 8,500,000 equity shares of Rs.10 each	85,000,000
Issued, subscribed and paid-up Share Capital 8,500,000 equity shares of Rs. 10 each, fully paid up	85,000,000

1.5.7 The authorised, issued, subscribed and paid-up capital of TVL as on 28th August, 2014 i.e. on the date of Board meeting sanctioning the Scheme is as under:

Particulars	Amount in Rs.
Authorised Share Capital 55,000,000 equity shares of Rs.10 each	550,000,000

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Issued, subscribed and paid-up Share Capital 26,375,000 equity shares of Rs. 10 each, fully paid up	263,750,000

1.5.8 The authorised, issued, subscribed and paid-up capital of SAB Events as on 28th August, 2014 i.e. on the date of Board meeting sanctioning the Scheme is as under:

Particulars	Amount in Rs.
Authorised Share Capital 10,000 equity shares of Rs.10/- each	1,00,000
Issued, subscribed and paid-up Share Capital 10,000 equity shares of Rs.10/- each, fully paid up	1,00,000

PART II

MERGER OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

2. TRANSFER AND VESTING OF THE TRANSFEROR COMPANY

2.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the whole of the undertaking of the Transferor Company, including all properties, whether movable or immovable, freehold or leasehold (including the freehold and leasehold lands of the Transferor Company wherever situated), real or personal, corporal or incorporeal, material or intellectual, present, future or contingent, including but without being limited to all assets, lands, buildings, plant and machinery, furniture and fittings, other fixed assets, current assets, receivables (whether in Indian Rupee or foreign currency), credits, investments, reserves, provisions, funds, and all utilities including electricity, telephones, facsimile connections, installations and utilities, benefits or agreements and arrangements, powers, authorities, allotments, approvals, authorizations, tenancies in relation to the offices and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, trade and service names and marks, patents, copyrights and other intellectual property rights of any nature whatsoever, registrations, consents, privileges, liberties, and all the rights, title, interest, benefits, licenses (industrial or otherwise), municipal permissions, incentives and registrations to which the Transferor Company is entitled to in terms of the various statutes and/or schemes of the Union and State Governments, including Income-tax Act, Excise Act, Sales Tax Act and Wealth Tax Act and benefit of carry forward and set off of accumulated loss, allowance of unabsorbed depreciation, minimum alternate tax credit entitlement, concessions and other benefits and credits to which

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the Transferor Company is entitled under Income-tax Act and advantages of whatsoever nature and where so ever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company (hereinafter referred to as "Assets") and all secured and unsecured debts (whether undertaken in Indian Rupee or foreign currency) outstanding, liabilities (including contingent liabilities), duties and obligations shall be transferred to and vest in the Transferee Company so as to become on and from the Appointed Date the undertaking of the Transferee Company without any further act, instrument or deed.

2.2 Without prejudice to the generality of clause 2.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:

(i) Assets 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 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 and properties of the Transferee Company, and shall under the provisions of Section 391 to 394 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 pursuant to the provisions of section 391 to 394 of the Act.

(ii) Upon the Scheme becoming effective and with effect from the Appointed Date, all the Assets of the Transferor Company as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, including cash on hand, CDs, contents whether stored in any form or media, the same shall stand vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement and delivery, as appropriate to the property being vested, and the title to such property shall be deemed to have transferred and vested accordingly.

(iii) In respect of movables other than those dealt with in clause (ii) above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, property development rights, advances paid to any parties for acquisition of development rights, investments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand

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transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may, without being obliged, and if it so deems appropriate, at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositee, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).

2.3 Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities relating to the Transferor Company including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and businesses of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations (the "Liabilities"), shall, stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company, along with any charge, lien, encumbrance or security thereon, and the same shall be assumed to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company under the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing.

It is clarified that it shall not be necessary to obtain consent of any third party or other person who is a party to the contract or arrangements by virtue of which such debts, liabilities; duties and obligations have arisen, in order to give effect to the provisions of this clause. Further, all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.

2.4 Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of the Transferor Company as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

2.5 All loans raised or used and all liabilities and obligations incurred by the Transferor Company for the operations of the Transferor Company after the Appointed Date and prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Transferee Company in which the

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undertaking of the Transferor Company would vest in terms of this Scheme and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the debts, liabilities, duties and obligations of the Transferee Company which shall meet discharge and satisfy the same.

2.6 The transfer and vesting of the assets to and in the Transferee Company under this Scheme shall be subject to the mortgages and charges, if any, affecting the same. All encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company which secures or relate to the Liabilities shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company. Provided that if any of the assets of the Transferor Company have not been encumbered in respect of the Liabilities, such assets shall remain unencumbered and the existing encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such encumbrances shall not relate or attach to any of the other assets of the Transferor Company. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above.

2.7 Provided that any reference in any security documents or arrangements (to which the Transferor Company is a party) to any Assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company and the Transferee Company shall not be obliged to create any further or additional security. Similarly, the Transferee Company shall not be required to create any additional security over Assets of the Transferor Company vested in the Transferee Company under this Scheme for any loans, debentures, deposits or other financial assistance already availed by the Transferee Company and/or committed to be availed by the Transferee Company prior to the Effective Date and the charges, mortgages, and/ or encumbrances in respect thereof shall not extend or be deemed to extend or apply to the Assets of the Transferor Company, as the case may be, vested in the Transferee Company under this Scheme.

2.8 Without prejudice to the provisions of the foregoing clauses and upon the Scheme becoming effective, the Transferor Company and the Transferee Company shall execute any instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and / or modification(s) of charge, with the Registrar of Companies having jurisdiction to give formal effect to the above provisions, if required.

2.9 Pursuant to the Scheme becoming effective, the Transferee Company shall, if so

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required under any law or otherwise, execute deeds of confirmation or other writings or arrangement with any party to any contract or arrangement to which the Transferor Company is a party in order to give formal effect to the above provisions. The Transferee Company shall, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances referred to above on part of the Transferor Company.

2.10 Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all existing and future incentives, MAT credits, unavailed credits and exemptions, benefit of carried forward losses and other statutory benefits, including in respect of income tax, excise, customs, VAT, sales tax, service tax etc. to which the Transferor Company are entitled to shall be available to and vest in the Transferee Company.

2.11 All taxes, duties, cess payable by the Transferor Company including all or any refunds / credit / claims pertaining to the period prior to the Appointed Date shall be treated as the liability or refunds / credit / claims, as the case may be, of the Transferee Company.

2.12 Without prejudice to the above provisions, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.

2.13 All the licenses, permits, quotas, approvals (including, but not limited to, environmental, statutory and regulatory approvals and consents), permissions, registrations, incentives, tax deferrals, brought forward business losses, unabsorbed depreciation and benefits, subsidies, concessions, grants, rights, including for the operations of bank accounts, power of attorneys, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 391 to 394 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

2.14 With effect from the Appointed Date, all letters of intent, requests for proposal, pre-

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qualifications, bid acceptances, tenders, contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. Upon coming into effect of the Scheme, the past track record of the Transferor Company including without limitation, the turnover, the profitability, performance and market share shall be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes.

2.15 The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will however not affect the other parts of the Scheme.

3. LEGAL PROCEEDINGS

3.1 Upon the coming into effect of this Scheme, all suits, appeal or other proceedings of whatever nature by or against the Transferor Company is pending on or before the Effective Date, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of this amalgamation or by anything contained in this Scheme, but the said suits, appeals or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made.

3.2 On and from the Effective Date, the Transferee Company shall have all legal proceedings initiated by or against the Transferor Company as referred herein above transferred to and have continued, prosecuted and enforced by or against the Transferee Company.

4. CONTRACTS, DEEDS OTHER INSTRUMENTS

4.1 Upon coming into effect of this Scheme and subject to the other provisions of the

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Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Company is a party, or the benefit to which the Transferor Company may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favor of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations or enter into any tripartite arrangements, 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.

4.2 As a consequence of the amalgamation of the Transferor Company with the Transferee Company in accordance with or pursuant to this Scheme, the recording of change in name in the records of the statutory or regulatory authorities from the Transferor Company to the Transferee Company, whether pertaining to any license, permit, approval or any other matter, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority.

4.3 The Transferee Company shall be entitled to the benefit of all insurance policies which have been issued in respect of the Transferor Company and the name of the Transferee Company shall be substituted as "Insured" in the policies as if the Transferee Company was initially a party.

4.4 For removal of doubts, it is expressly made clear that the dissolution of the Transferor Company without the process of winding up as contemplated hereinafter, shall not, except to the extent set out in the Scheme, affect the previous operation of any contract, agreement, deed or any other instrument or beneficial interest to which the Transferor Company is a party thereto and shall not affect any right, privilege, obligations or liability, acquired, or deemed to be acquired prior to Appointed Date and all such references in such agreements, contracts and instruments to the Transferor Company shall be construed as reference only to the Transferee Company with effect from the Appointed Date.

5. STAFF, WORKMEN AND EMPLOYEES

5.1 Upon the Scheme becoming effective, all permanent staff, workmen and employees on the payrolls of the Transferor Company, in service on the Effective Date shall be deemed to have become staff, workmen, and employees of the Transferee Company on such date without any break or interruption in their service and on the terms and conditions of their employment not less favorable than those subsisting with

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reference to the Transferor Company as on the said date.

5.2 As of the date of filing of this Scheme, the Transferor Company shall make contributions to the provident fund account whether maintained through government or through trust and / or other funds in relation to all its staff, workmen and employees. The Transferee Company shall subsequent to the Effective Date make appropriate contributions towards such provident fund and / or other funds in respect of the staff, workmen and employees taken over by it pursuant to this Scheme through the existing trusts/fund of the Transferor Company or consolidate the trusts/funds with that of the existing trusts/funds of the Transferee Company or the trust/fund of the Transferor Company shall become the trust/fund of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds or trusts or in relation to the obligation to make contributions to the said funds or trusts in accordance with the provisions thereof as per the terms provided in the respective trust deeds or other documents, if any.

5.3 It is clarified that the services of all transferred staff, workmen and employees of the Transferor Company, to the Transferee Company will be treated as having been continuous for the purpose of the aforesaid employee benefits and / or liabilities. For the purpose of payment of any retrenchment compensation, gratuity, and / or other terminal benefits, and / or any other liability pertaining to staff, workmen and employees, the past services of such staff, workmen and employees with the Transferor Company shall also be taken into account by the Transferee Company, who shall pay the same if and when payable.

6. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

6.1 With effect from the Appointed Date and upto the Effective Date:

(a) The Transferor Company shall carry on, and be deemed to have carried on its business, operations or activities, and shall be deemed to have held and stood possessed of the entire business and undertaking of the Transferor Company, including but not limited to the assets, properties, liabilities of the undertaking of the Transferor Company on behalf of and / or in trust for the Transferee Company;

(b) All profits or income accruing or arising to the Transferor Company, or losses arising or expenditure incurred by the Transferor Company, shall for all purposes be treated as, and be deemed to be treated as, the profits or income or losses or expenditure, as the case may be, of the Transferee Company;

(c) It is clarified that all taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, entertainment duty, etc.) paid or payable by the

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Transferor Company in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, entertainment duty, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company, in respect of the profits or activities or operation of its business after 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;

(d) With effect from the date of the Board meeting of the Transferee Company approving the Scheme and upto and including the Effective Date, the Transferor Company shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not, without the prior consent in writing of any of the persons authorities by the Board of Directors of the Transferee Company, undertake any additional financial commitment of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with its assets (including intangible rights) or any part thereof, except in the ordinary course of business, or pursuant to any pre-existing obligation(s) undertaken by the Transferor Company;

(e) Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercise by the Transferor Company for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the undertaking of the Transferor Company, that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company;

(f) The Transferor Company shall carry on their business and activities with reasonable diligence and business prudence and shall not venture into any new business, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business, or vary the terms and conditions of employment of any of their employees and shall not undertake any additional commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letter of comfort or commitments either

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for itself or any third part, except if the same is in ordinary course of business or if written consent of the Transferee Company as obtained;

(g) With effect from the date of the Board meeting of the Transferee Company approving the Scheme and upto and including the Effective Date, the Transferor Company shall not, except in the ordinary course of business, without the prior consent of the Board of Directors of the Transferee Company, undertake (i) any material decision in relation to their business and affairs and operations (ii) any agreement or transaction; (iii) any new business, or discontinue any existing business or enter into any contract or arrangement which would significantly impact the business;

(h) With effect from the date of Board meeting of the Transferee Company approving the Scheme and upto and including the Record Date, the Transferor Company shall not, except by way of any obligation already subsisting as on the date of approval of this Scheme by the Board of Directors of the Transferee Company, without the prior written consent of the Board of Directors of the Transferor Company and the Transferee Company, make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares or otherwise) decrease, reduction, reclassification, sub-division or consolidation, reorganisation, or in any other manner;

(i) All assets howsoever acquired by the Transferor Company for carrying on its business, operations or activities and the liabilities relating thereto shall be deemed to have been acquired and are also contracted for and on behalf of the Transferee Company.

6.2 The Transferee Company shall also be entitled, pending sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, department and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the Transferee Company may require including the registration, approvals, exemptions, relieves, etc., as may be required / granted under any law for the time being in force for carrying on business of the Transferor Company.

7. SAVING OF CONCLUDED TRANSACTIONS

The transfer of assets, properties, liabilities or Business(s) and the continuance of proceedings by or against the Transferor Company shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds things done and executed by the Transferor Company, in regard thereto as

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done executed by the Transferee Company on behalf of itself.

8. CONSIDERATION FOR AMALGAMATION

8.1 The entire issued, subscribed and paid up equity share capital of the Transferor Company is held by the Transferee Company and/or its nominee/s accordingly, there shall be no issue by the Transferee Company of equity shares of the Transferee Company to the shareholders of the Transferor Company.

8.2 Further, upon coming into effect of this Scheme, the entire paid up share capital in the Transferor Company fully held by the Transferee Company (either in its own name or held in the name of its nominee(s)) on the Effective Date shall be extinguished and all such equity shares of the Transferor Company held by the Transferee Company (either in its own name or held in the name of its nominee(s)), whether held in physical form or in electronic form shall automatically stand cancelled and extinguished without any further act, deed, instrument, matter or thing by the Transferor Company or the Transferee Company.

9. DISSOLUTION WITHOUT WINDING UP

Upon this Scheme becoming effective, the Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.

10. VALIDITY OF EXISTING RESOLUTIONS, ETC

Upon the coming into effect of the Scheme, the resolutions of the Transferor Company as are considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company.

11. ACCOUNTING TREATMENT

(a) Upon the Scheme becoming effective, the Transferee Company shall record the assets and liabilities of the Transferor Company transferred to the Transferee Company pursuant to this Scheme at their respective fair values, as determined by the Board of Directors of the Transferee Company, and account for the amalgamation of the Transferor Company pursuant to the Scheme in accordance with Accounting Standard - 14 as notified by the Companies (Accounting

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Standards) Rules, 2006, as amended from time to time, under "Purchase method of Accounting";

(b) If and to the extent there are inter-corporate loans, deposits or balances as between the Transferor Company inter-se and the Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and corresponding suitable effect shall be given in the books of account and records of the Transferee Company;

(c) The difference between the net asset (i.e. aggregate of the value of assets over liabilities) vested upon the Transferee Company pursuant to this Scheme and recorded in the books of account of the Transferee Company in case of positive be recorded as Capital Reserve in the books of the Transferee Company and in case of negative would be adjusted against the amount standing to the credit of Capital Reserve in the books of the Transferee Company;

(d) Upon coming into effect of this Scheme, the value of investment held by the Transferee Company in the Transferor Company, shall stand cancelled and would get expensed out and debited to the Profit and Loss account of the Transferee Company;

(e) In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and recorded in accordance with applicable Accounting Standards notified under applicable section(s) of the Act to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

PART III

DEMERGER OF PUBLICATION BUSINESS UNDERTAKING OF THE FIRST DEMERGED COMPANY TO THE TRANSFEREE COMPANY

12. TRANSFER AND VESTING OF THE PUBLICATION BUSINESS UNDERTAKING

12.1 Upon this Scheme becoming effective and with effect from the Appointed Date, the Publication Business Undertaking (including all assets, estates, properties, investments, rights, claim, title, interest and authorities including accretions and appurtenances thereto of the Publication Business Undertaking) shall stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company under the provisions of Sections 391 to 394 of the Act and in

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accordance with Section 2(19AA) of the Income-tax Act, 1961, as a going concern without any further act, deed, matter or thing in the following manner:

Assets:

(i) The whole of the Publication Business Undertaking shall without any further act, deed, matter or thing stand transferred to and vested in and /or be deemed to be transferred to and vested in the Transferee Company so as to vest in the Transferee Company all rights, title and interest pertaining to the Publication Business Undertaking;

(ii) All assets, investments, rights, title or interest acquired by the First Demerged Company after the Appointed Date but prior to the Effective Date in relation to the Publication Business Undertaking shall also, 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 coming into effect of this Scheme pursuant to the provisions of Section 391 to 394 of the Act, provided however that no onerous asset shall have been acquired by the First Demerged Company in relation to the Publication Business Undertaking after the Appointed Date without the prior written consent of the Transferee Company; and

(iii) all the assets of the Publication Business Undertaking as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, shall stand vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement and delivery, as appropriate to the property being vested, and the title to such property shall be deemed to have transferred and vested accordingly. In respect of movables other than those otherwise capable of transfer by manual delivery or by endorsement and delivery, including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, development rights, advances paid to any parties for acquisition of development rights, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any

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notice or other intimation to the debtors although the Transferee Company may, without being obliged, and if it so deems appropriate, at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositee, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company.

Contracts

(iv) All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Publication Business Undertaking to which the First Demerged Company is a party or to the benefit of which the First Demerged Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect against or in favor of, as the case may be, the Transferee Company in which the Publication Business Undertaking vests by way of demerger hereunder and may be enforced as fully and effectually as if, instead of the First Demerged Company, the Transferee Company had been party or beneficiary or oblige thereto or thereunder; and

(v) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Publication Business Undertaking occurs by virtue of this Scheme itself, the Transferee Company, may, at any time after the coming into effect of the Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deed of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement relating to Publication Business Undertaking to which the First Demerged Company is a party in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, be deemed to be authorized to execute any such writings on behalf of the First Demerged Company in relation to the Publication Business Undertaking and to carry out or perform all such formalities or compliances referred to above on part of the First Demerged Company to be carried out or performed.

(vi) As a consequence of the vesting and transfer of the Publication Business Undertaking of the First Demerged Company with the Transferee Company in accordance with or pursuant to this Scheme, the recording of change in name

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in the records of the statutory or regulatory authorities from the First Demerged Company to the Transferee Company, whether pertaining to any license, permit, approval or any other matter, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority.

(vii) The Transferee Company shall be entitled to the benefit of all insurance policies which have been issued relating to the Publication Business Undertaking of the First Demerged Company and the name of the Transferee Company shall be substituted as "Insured" in the policies as if the Transferee Company was initially a party.

Liabilities

(viii) all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description relatable to the Publication Business Undertaking of the First Demerged Company shall also, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company, so as to become 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 sub-clause;

(ix) Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations relatable to the Publication Business Undertaking of the First Demerged Company as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the First Demerged Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company

(x) All loans raised and used, all liabilities and obligations incurred by the First Demerged Company for the operations of the Publication Business Undertaking with prior approval of the Transferee Company after the Appointed Date and

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prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Transferee Company in which the Publication Business Undertaking of the First Demerged Company would vest in terms of this Scheme and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the debts, liabilities, duties and obligations of the Transferee Company which shall meet discharge and satisfy the same.

Licenses and Permissions

(xi) Any statutory licenses, permits, quotas, approvals (including, but not limited to, environmental approvals, statutory and regulatory approvals), permissions, registrations, consents held by the First Demerged Company required to carry on the operations of the Publication Business Undertaking shall stand vested in or transferred to the Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to the Transferee Company as if they were originally obtained by the Transferee Company. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other person, or availed of by the First Demerged Company relating to the Publication Business Undertaking, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as applicable to the First Demerged Company, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Transferee Company.

Security

(xii) All the existing securities, mortgages, charges, encumbrances or liens, if any, over the assets comprised in or relating to the liabilities of the Publication Business Undertaking transferred to the Transferee Company by virtue of this Scheme, shall, after the Appointed Date, continue to relate and attach to only such assets or any part thereof to which they are related or attached prior to the Effective Date and shall not relate to or be available as security in relation to any assets of the Transferee Company as on the Effective Date.

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(xiii) It is clarified that the security or charge created relating to loans or borrowings of the First Demerged Company, in relation to the assets of Publication Business Undertaking, if any shall without any further act or deed stand released as from the Appointed Date and the said assets shall not relate to or be available as security in relation to any other borrowings of the First Demerged Company.

(xiv) Any existing encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Publication Business Undertaking transferred to and vested in the Transferee Company by virtue of this Scheme.

12.2 This Scheme is in compliance with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income-tax Act, 1961 such that the transfer of Publication Business Undertaking will be on a going concern basis.

If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) of the Income-tax Act, 1961. Such modification will however not affect the other parts of the Scheme.

13. LEGAL PROCEEDINGS

13.1 Upon the coming into effect of this Scheme, all suits, appeal or other proceedings of whatever nature pending in any court or before any authority, judicial, quasi judicial or administrative or any adjudicating authority and/or arising after the Appointed Date and relating to the Publication Business Undertaking, or its respective properties, assets, debts, liabilities, duties and obligations shall be continued and/or enforced under the Effective Date by or against the First Demerged Company; and from the Effective Date, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of this demerger or by anything contained in this Scheme, but the said suits, appeals or other legal proceedings may be continued,

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prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the First Demerged Company as if the Scheme had not been made. On and from the Effective Date, the Transferee Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Publication Business Undertaking, in the same manner and to the same extent as it would or might have been initiated by the First Demerged Company as the case may be, had the Scheme not been made; and

13.2 On and from the Effective Date, the Transferee Company shall have all legal proceedings initiated by or against the First Demerged Company relatable to the Publication Business Undertaking as referred herein above transferred to and have continued, prosecuted and enforced by or against and defended by the Transferee Company.

14. STAFF, WORKMEN AND EMPLOYEES

14.1 Upon the Scheme becoming effective, all permanent staff, workmen and employees relating to the Publication Business Undertaking on the payrolls of the First Demerged Company, in service on the Effective Date shall be deemed to have become staff, workmen, and employees of the Transferee Company on such date without any break or interruption in their service and on the terms and conditions of their employment not less favorable than those subsisting with reference to the First Demerged Company as on the said date.

14.2 As of the date of filing of this Scheme, the First Demerged Company shall make contributions to the provident fund account whether maintained through government or through trust and / or other funds in relation to all its staff, workmen and employees related to the Publication Business Undertaking. The Transferee Company shall subsequent to the Effective Date make appropriate contributions towards such provident fund and / or other funds in respect of the staff, workmen and employees taken over by it pursuant to this Scheme through the existing trusts/fund of the First Demerged Company or consolidate the trusts/funds with that of the existing trusts/funds of the Transferee Company or the trust/fund of the First Demerged Company shall become the trust/fund of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds or trusts or in relation to the obligation to make contributions to the said funds or trusts

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in accordance with the provisions thereof as per the terms provided in the respective trust deeds or other documents, if any.

14.3 It is clarified that the services of all transferred staff, workmen and employees of the First Demerged Company, to the Transferee Company will be treated as having been continuous for the purpose of the aforesaid employee benefits and / or liabilities. For the purpose of payment of any retrenchment compensation, gratuity, and / or other terminal benefits, and / or any other liability pertaining to staff, workmen and employees, the past services of such staff, workmen and employees with the First Demerged Company shall also be taken into account by the Transferee Company, who shall pay the same if and when payable.

15. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

15.1 With effect from the Appointed Date and upto the Effective Date:

(a) The First Demerged Company shall carry on, and be deemed to have been carrying on its business, operations or activities relating to the Publication Business Undertaking, and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the assets, properties, liabilities relating to Publication Business Undertaking on behalf of and / or in trust for the Transferee Company.

(b) All profits or income accruing or arising to the First Demerged Company, or losses arising or expenditure incurred by the First Demerged Company relating to the Publication Business Undertaking, shall for all purposes be treated as, and be deemed to be treated as, the profits or income or losses or expenditure, as the case may be, of the Transferee Company.

(c) It is clarified that all taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, entertainment duty, etc.) paid or payable by the First Demerged Company in respect of the operations and/or the profits relating to the Publication Business Undertaking before the Appointed Date, shall be on account of the First Demerged Company and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, entertainment duty, etc.), whether by way of

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deduction at source, advance tax or otherwise howsoever, by the First Demerged Company, in respect of the profits or activities or operation of the Publication Business Undertaking after 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;

(d) With effect from the date of the Board meeting of the Transferee Company approving the Scheme and upto and including the Effective Date, the First Demerged Company shall preserve and carry on the business and activities of the Publication Business Undertaking with reasonable diligence and business prudence and shall not, without the prior consent in writing of any of the persons authorised by the Board of Directors of the Transferee Company, undertake any additional financial commitment of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with the assets (including intangible rights) or any part thereof of the Publication Business Undertaking, except in the ordinary course of business, or pursuant to any pre-existing obligation(s) undertaken by the First Demerged Company;

(e) Any of the rights, powers, authorities and privileges attached or related or pertaining to the Publication Business Undertaking and exercised by or available to the First Demerged Company shall be deemed to have been exercise by the First Demerged Company for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Publication Business Undertaking of the First Demerged Company, that have been undertaken or discharged by the First Demerged Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company;

(f) The Transferor Company shall carry on the Publication Business Undertaking with reasonable diligence and business prudence and shall not venture into any new business, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business, or vary the terms and conditions of employment of any of their employees and

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shall not undertake any additional commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letter of comfort or commitments either for itself or any third part, except if the same is in ordinary course of business or if written consent of the Transferee Company is obtained;

(g) With effect from the date of the Board meeting of the Transferee Company approving the Scheme and upto and including the Effective Date, the First Demerged Company shall not, except in the ordinary course of business, without the prior consent of the Board of Directors of the Transferee Company, undertake (i) any material decision in relation to the Publication Business Undertaking (ii) any agreement or transaction; (iii) any new business, or discontinue any existing business or enter into any contract or arrangement which would significantly impact the Publication Business Undertaking;

(h) With effect from the date of Board meeting of the Transferee Company approving the Scheme and upto and including the Effective Date, the First Demerged Company shall not, except by way of any obligation already subsisting as on the date of approval of this Scheme by the Board of Directors of the Transferee Company, without the prior written consent of the Board of Directors of the First Demerged Company and the Transferee Company, make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares or otherwise) decrease, reduction, reclassification, sub-division or consolidation, reorganisation, or in any other manner;

(i) All assets howsoever acquired by the First Demerged Company for carrying on the business, operations or activities of the Publication Business Undertaking and the liabilities relating thereto shall be deemed to have been acquired and are also contracted for and on behalf of the Transferee Company.

(j) The Transferee Company shall also be entitled, pending sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, department and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the Transferee Company may

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require including the registration, approvals, exemptions, relieves, etc., as may be required / granted under any law for the time being in force for carrying on the Publication Business Undertaking of the First Demerged Company.

16. ISSUE OF SHARES BY THE TRANSFEREE COMPANY

16.1 Upon coming into effect of the Scheme and in consideration for the transfer and vesting of the Publication Business Undertaking in the Transferee Company, the Transferee Company shall, without any further application or deed, issue and allot shares, credited as fully paid up, to the extent indicated below, to the members of the First Demerged Company whose name appears in the Register of Members of the First Demerged Company as on the Record Date or to their respective heirs, executors, administrators or other legal representatives or the successors-in-title, as the case may be, in the following manner:

"2,381,068 fully paid up Redeemable Preference Shares of the face value of Rs. 10/- (Rupees Ten only) each in SABTNL shall be issued to the Shareholders SAB Assets on proportionate basis"

In case any member's shareholding in the First Demerged Company is such that on the basis of the allotment on proportionate basis, the member is entitled to a fraction of Preference Share, such fraction shall be ignored.

16.2 The Preference shares specified in clause 16.1 of this Scheme shall be issued and allotted on the terms and conditions set out in Schedule I to this Scheme.

16.3 The Preference Shares to be issued to the members of the First Demerged Company as above shall be subject to the Memorandum and Articles of Association of the Transferee Company.

16.4 The Preference Shares to be issued by the Transferee Company to the shareholders of the First Demerged Company who hold shares in physical form shall have the option to receive the Preference Shares in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to the Transferee Company and / or its Registrar before the Record Date. Otherwise, they would be issued Preference Shares in physical form.

16.5 The Board of Directors of the Resulting Company shall, if and to the extent required, apply for and obtain any approvals from concerned Government / Regulatory

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authorities for the issue and allotment of Preference Shares to the members of the Demerged Company pursuant to clause 16.1 of the Scheme.

16.6 The Preference Shares to be issued to the members of the First Demerged Company pursuant to clause 16.1 of this Scheme will not be listed and/or admitted to trading on the stock exchanges on which shares of the Transferee Company is listed on the Effective Date.

16.7 The approval of this Scheme by the shareholders of the Resulting Company/Transferee Company under Sections 391 and 394 of the Act shall be deemed to have the approval and compliance of the provisions of Section 62 and the other relevant and applicable provisions of the Act for the issue and allotment of Preference Shares by the Resulting Company to the shareholders of the Demerged Company, as provided in this Scheme.

16.8 The approval of this Scheme by the shareholders of both the companies under Sections 391 and 394 of the Act shall be deemed to have the approval under sections 13, 14 of the Companies Act, 2013 and other applicable provisions of the Act and any other consents and approvals required in this regard.

17. CANCELLATION OF EQUITY SHARES OF THE FIRST DEMERGED COMPANY HELD BY THE EXISTING SHAREHOLDERS

17.1 On the Scheme becoming effective and with effect from the Appointed Date, the equity shares of the First Demerged Company shall stand cancelled and reduced to the extent of 16,000,000 equity shares of the face value of Rs. 10/- each held by the existing shareholders in First Demerged Company without any further act or deed on a proportionate basis.

17.2 Such reduction of Equity Shares of the First Demerged Company, as provided in above shall be effected as an integral part of the Scheme and the Orders of the Court sanctioning the Scheme shall be deemed to be an Order under Section 102 of the Act confirming the reduction and no separate sanction under sections 100-102 of the Act will be necessary. The First Demerged Company shall not be required to add the words "and reduced" as a suffix to its name consequent upon such reduction.

18. ACCOUNTING TREATMENT

18.1 In the books of the Transferee Company

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(a) Upon coming into effect of this Scheme, the Transferee Company shall record the assets and liabilities of the Publication Business Undertaking at their respective book values appearing in the books of the First Demerged Company at the opening of business on the Appointed Date.

(b) The Transferee Company shall credit to its share capital account, the aggregate face value of the Preference Shares issued by it pursuant to Clause 16.1 of this Scheme.

(c) Loans and advances and other dues outstanding between the Transferee Company and the Publication Business Undertaking, if any will stand cancelled and there shall be no further obligation / outstanding in that behalf.

(d) Surplus, arising out of the excess of net assets of the Publication Business Undertaking transferred from the First Demerged Company and recorded by the Transferee Company in terms of clause 18.1 (a) above, over the amount credited as share capital and after making adjustments referred to in clause 18.1 (c) above, shall be credited to Capital Reserve Account. Deficit, if any shall be debited to amount standing to the credit of Capital Reserve Account of the Transferee Company.

(e) If considered appropriate for the purpose of application of uniform accounting methods and policies between the First Demerged Company and the Transferee Company, the Transferee Company may make suitable adjustments and adjust the effect thereof in the General Reserve Account of the Transferee Company.

18.2 In the books of the First Demerged Company

(a) Upon the Scheme becoming effective, the First Demerged Company shall transfer the assets and liabilities pertaining to the Publication Business Undertaking at book value.

(b) The excess of the book value of assets over the book value of liabilities of the Publication Business Undertaking transferred pursuant to the Scheme and the amount of accumulated losses standing in the books of the First Demerged Company shall be adjusted against the amount of equity capital cancelled pursuant to clause 17 herein above. Further, where the difference of the book value of assets transferred over the liabilities of the Publication Business Undertaking is lower than, such difference shall be transferred to the Profit & Loss Account of the First Demerged Company.

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19. REMAINING BUSINESS OF THE FIRST DEMERGED COMPANY

19.1 The Remaining Business of the First Demerged Company as defined in Clause 1.1.16 and all other assets, liabilities, incentives, rights and obligation pertaining thereto shall continue to be vested in and managed by the First Demerged Company in the manner as provided below:

19.1.1 Any Proceedings by or against the First Demerged Company, whether pending on the Appointed Date or which may be instituted in future whether in respect of any matter arising before or after the Effective Date and relating to the Remaining Business (including those relating to any property, right, security, power, liability, obligation or duties of the First Demerged Company respect of the Remaining Business) shall be continued and enforced by or against the First Demerged Company, which shall keep the Transferee Company fully indemnified in that regard. The Transferee Company shall in no event be responsible or liable in relation to any such proceedings against the First Demerged Company;

19.2 With effect from the Appointed Date and including the Effective Date:

19.2.1 The First Demerged Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Remaining Business of the First Demerged Company for and on its own behalf;

19.2.2 All profit accruing to the First Demerged Company thereon or losses arising or incurred by it relating to the Remaining Business of the First Demerged Company shall, for all purpose, be treated as the profit, or losses, as the case may be, of the First Demerged Company;

19.2.3 The First Demerged Company may enter into such contracts as the First Demerged Company may deem necessary in respect of the Remaining Business;

19.2.4 All assets and properties acquired by the First Demerged Company in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in the First Demerged Company; and

19.2.5 All liabilities (including contingent liabilities) loans, debts (whether secured or unsecured) raised or incurred, duties and obligations of every kind, nature and

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description whatsoever and howsoever arising or accruing in relation to the Remaining Business shall belong to and continue to remain vested in the First Demerged Company.

It is clarified that any liabilities relating to a period prior to the Appointed Date, whether such liabilities become payable or accrue after the Appointed Date in relation to the Publication Business Undertaking shall be to and on account of the First Demerged Company.

PART IV

DEMERGER OF THE BROADCASTING BUSINESS UNDERTAKINGS OF THE DEMERGED COMPANIES INTO THE FIRST RESULTING COMPANY

20. TRANSFER AND VESTING OF THE BROADCASTING BUSINESS UNDERTAKINGS

20.1 Upon this Scheme becoming effective and with effect from the Demerger Appointed Date and after giving effect to "PART II" of this Scheme, the Broadcasting Business Undertakings (including all assets, estates, properties, investments, including investments in the First Resulting Company held by the Second Demerged Company, rights, claim, title, interest and authorities including accretions and appurtenances thereto of the Broadcasting Business Undertakings) of the Demerged Companies, including the Broadcasting Business Undertakings transferred to and vested in the Second Demerged Company pursuant to clause 1.1.4 of this Scheme, shall stand transferred to and vested in or deemed to be transferred to and vested in the First Resulting Company under the provisions of Section 391 to 394 of the Act and in accordance with Section 2(19AA) of the Income-tax Act, 1961, as a going concern without any further act, deed, matter or thing in the following manner:

<u>Assets:</u>

(i) The whole of the Broadcasting Business Undertakings shall without any further act, deed, matter or thing stand transferred to and vested in and /or be deemed to be transferred to and vested in the First Resulting Company so as to vest in the First Resulting Company all rights, title and interest pertaining to the Broadcasting Business Undertaking;

(ii) All assets, investments, rights, title or interest acquired by the Demerged Companies after the Demerger Appointed Date in relation to the Broadcasting

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Business Undertakings shall also, 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 First Resulting Company upon coming into effect of this Scheme pursuant to the provisions of Section 391 to 394 of the Act, provided however that no onerous asset shall have been acquired by the Demerged Companies in relation to the Broadcasting Business Undertakings after the Demerger Appointed Date without the prior written consent of the First Resulting Company; and

(iii) all the assets of the Broadcasting Business Undertakings as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, shall stand vested in the First Resulting Company, and shall become the property and an integral part of the First Resulting Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement and delivery, as appropriate to the property being vested, and the title to such property shall be deemed to have transferred and vested accordingly. In respect of movables other than those otherwise capable of transfer by manual delivery or by endorsement and delivery, including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, development rights, advances paid to any parties for acquisition of development rights, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall on and from the Demerger Appointed Date stand transferred to and vested in the First Resulting Company without any notice or other intimation to the debtors although the First Resulting Company may, without being obliged, and if it so deems appropriate, at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositee, as the case may be, that the said debt, loan, advance, balance or deposit stand s transferred and vested in the First Resulting Company.

<u>Contracts</u>

(iv) All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Broadcasting Business Undertakings to which the Demerged Companies are parties or to the benefit of which the Demerged Companies may be eligible, and which are subsisting or

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have effect immediately before the Demerger Appointed Date, shall continue in full force and effect against or in favor of, as the case may be, the First Resulting Company in which the Broadcasting Business Undertakings vests by way of demerger hereunder and may be enforced as fully and effectually as if, instead of the Demerged Companies, the First Resulting Company had been party or beneficiary or oblige thereto or thereunder; and

(v) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Broadcasting Business Undertakings occurs by virtue of this Scheme itself, the First Resulting Company, may, at any time after the coming into effect of the Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deed of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement relating to Broadcasting Business Undertaking to which the Demerged Companies are parties in order to give formal effect to the provisions of this Scheme. The First Resulting Company shall, be deemed to be authorized to execute any such writings on behalf of the Demerged Companies in relation to the Broadcasting Business Undertaking and to carry out or perform all such formalities or compliances referred to above on part of the Demerged Companies to be carried out or performed.

(vi) As a consequence of the vesting and transfer of the Broadcasting Business Undertakings with the First Resulting Company in accordance with or pursuant to this Scheme, the recording of change in name in the records of the statutory or regulatory authorities from the Demerged Companies to the First Resulting Company, whether pertaining to any license, permit, approval or any other matter, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority.

(vii) The First Resulting Company shall be entitled to the benefit of all insurance policies which have been issued relating to the Broadcasting Business Undertakings of the Demerged Companies and the name of the First Resulting Company shall be substituted as "Insured" in the policies as if the First Resulting Company was initially a party.

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Liabilities

(viii) all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description relatable to the Broadcasting Business Undertakings shall also, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to or be deemed to be transferred to the First Resulting Company, so as to become from the Demerger Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the First Resulting 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 sub-clause;

(ix) Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations relatable to the Broadcasting Business Undertakings of the Demerged Companies as on the Demerger Appointed Date deemed to be transferred to the First Resulting Company have been discharged by the Demerged Companies after the Demerger Appointed Date, such discharge shall be deemed to have been for and on account of the First Resulting Company

(x) All loans raised and used, all liabilities and obligations incurred by the Demerged Companies for the operations of the Broadcasting Business Undertakings with prior approval of the First Resulting Company after the Demerger Appointed Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the First Resulting Company in which the Broadcasting Business Undertakings of the Demerged Companies would vest in terms of this Scheme and to the extent they are outstanding on the Demerger Appointed Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the First Resulting Company and shall become the debts, liabilities, duties and obligations of the First Resulting Company which shall meet discharge and satisfy the same.

Licenses and Permissions

(xi) Any statutory licenses, permits, quotas, approvals (including, but not limited to, environmental approvals, statutory and regulatory approvals), permissions,

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registrations, consents held by the Demerged Companies required to carry on the operations of the Broadcasting Business Undertakings shall stand vested in or transferred to the First Resulting Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the First Resulting Company and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to the First Resulting Company as if they were originally obtained by the First Resulting Company. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other person, or availed of by the Demerged Companies relating to the Broadcasting Business Undertakings, are concerned, the same shall vest with and be available to the First Resulting Company on the same terms and conditions as applicable to the Demerged Companies, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the First Resulting Company.

Security

(xii) All the existing securities, mortgages, charges, encumbrances or liens, if any, over the assets comprised in or relating to the liabilities of the Broadcasting Business Undertakings transferred to the First Resulting Company by virtue of this Scheme, shall, after the Demerger Appointed Date, continue to relate and attach to only such assets or any part thereof to which they are related or attached prior to the Demerger Appointed Date and shall not relate to or be available as security in relation to any assets of the First Resulting Company as on the Demerger Appointed Date.

(xiii) It is clarified that the security or charge created relating to loans or borrowings of the Demerged Companies, in relation to the assets of Broadcasting Business Undertaking, if any shall without any further act or deed stand released as from the Demerger Appointed Date and the said assets shall not relate to or be available as security in relation to any other borrowings of the Demerged Companies.

(xiv) Any existing encumbrances over the assets and properties of the First Resulting Company or any part thereof which relate to the liabilities and obligations of the First Resulting Company prior to the Effective Date shall continue to relate only

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to such assets and properties and shall not extend or attach to any of the assets and properties of the Broadcasting Business Undertaking transferred to and vested in the First Resulting Company by virtue of this Scheme.

(xv) The amount of corporate guarantee given by SABTNL in favor of TVL or vice-a-versa and corporate guarantee given by SABTNL and TVL in favor of the Demerged companies (excluding second demerged company) shall not by reason of the proposed demerger of the Broadcasting Business Undertaking of the Demerged Companies as vested and transferred into TVL shall not stand cancelled or terminated, but the same would be continued and remain effective till such time as the Board of Directors of the Demerged Companies and TVL would decide.

20.2 This Scheme is in compliance with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income-tax Act, 1961 such that the transfer of Broadcasting Business Undertaking will be on a going concern basis.

If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) of the Income-tax Act, 1961. Such modification will however not affect the other parts of the Scheme.

21. LEGAL PROCEEDINGS

21.1 Upon the coming into effect of this Scheme, all suits, appeal or other proceedings of whatever nature pending in any court or before any authority, judicial, quasi judicial or administrative or any adjudicating authority and/or arising after the Demerger Appointed Date and relating to the Broadcasting Business Undertakings, or its respective properties, assets, debts, liabilities, duties and obligations shall be continued and/or enforced under the Demerger Appointed Date by or against the Demerged Companies; and from the Demerger Appointed Date, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of this demerger or by anything contained in this Scheme, but the said suits, appeals or other legal proceedings may be continued, prosecuted and enforced by or against the First Resulting Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Companies as if the Scheme had not been made. On and from the Demerger

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Appointed Date, the First Resulting Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Broadcasting Business Undertakings, in the same manner and to the same extent as it would or might have been initiated by the Demerged Companies as the case may be, had the Scheme not been made; and

21.2 On and from the Demerger Appointed Date, the First Resulting Company shall have all legal proceedings initiated by or against the Demerged Companies relatable to the Broadcasting Business Undertaking as referred herein above transferred to and have continued, prosecuted and enforced by or against and defended by the First Resulting Company.

22. STAFF, WORKMEN AND EMPLOYEES

22.1 Upon the Scheme becoming effective, all permanent staff, workmen and employees relating to the Broadcasting Business Undertakings on the payrolls of the Demerged Companies, in service on the Demerger Appointed Date shall be deemed to have become staff, workmen, and employees of the First Resulting Company on such date without any break or interruption in their service and on the terms and conditions of their employment not less favorable than those subsisting with reference to the Demerged Companies as on the said date.

22.2 As of the date of filing of this Scheme, the Demerged Companies shall make contributions to the provident fund account whether maintained through government or through trust and / or other funds in relation to all its staff, workmen and employees related to the Broadcasting Business Undertaking. The First Resulting Company shall subsequent to the Demerger Appointed Date make appropriate contributions towards such provident fund and / or other funds in respect of the staff, workmen and employees taken over by it pursuant to this Scheme through the existing trusts/fund of the Demerged Companies or consolidate the trusts/funds with that of the existing trusts/funds of the First Resulting Company or the trust/fund of the Demerged Companies shall become the trust/fund of the First Resulting Company for all purposes whatsoever in relation to the administration or operation of such funds or trusts or in relation to the obligation to make contributions to the said funds or trusts in accordance with the provisions thereof as per the terms provided in the respective trust deeds or other documents, if any.

22.3 It is clarified that the services of all transferred staff, workmen and employees of the

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Demerged Companies, to the First Resulting Company will be treated as having been continuous for the purpose of the aforesaid employee benefits and / or liabilities. For the purpose of payment of any retrenchment compensation, gratuity, and / or other terminal benefits, and / or any other liability pertaining to staff, workmen and employees, the past services of such staff, workmen and employees with the Demerged Companies shall also be taken into account by the First Resulting Company, who shall pay the same if and when payable.

23. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

23.1 With effect from the Demerger Appointed Date and upto the Effective Date, the Second Demerged Company upon vesting of the Broadcasting Business of the Transferor Company and pending such vesting, the Transferor Company:

(a) shall carry on, and be deemed to have been carrying on its business, operations or activities relating to the Broadcasting Business Undertaking, and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the assets, properties, liabilities relating to Broadcasting Business Undertaking on behalf of and / or in trust for the First Resulting Company.

(b) All profits or income accruing or arising to the Demerged Companies, or losses arising or expenditure incurred by Demerged Companies relating to the Broadcasting Business Undertaking, shall for all purposes be treated as, and be deemed to be treated as, the profits or income or losses or expenditure, as the case may be, of the First Resulting Company.

(c) It is clarified that all taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, entertainment duty, etc.) paid or payable by the Demerged Companies in respect of the operations and/or the profits relating to the Broadcasting Business Undertaking before the Demerger Appointed Date, shall be on account of the Demerged Companies and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, entertainment duty, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Demerged Companies, in respect of the profits or activities or operation of the Broadcasting Business Undertaking after the Demerger Appointed Date, the same shall be deemed to be the corresponding item paid by the First Resulting Company and shall, in all proceedings, be dealt with accordingly;

(d) With effect from the date of the Board meeting of the First Resulting Company approving the Scheme and upto and including the Effective Date, the Demerged Companies shall preserve and carry on the business and activities of the

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Broadcasting Business Undertaking including the business that would vest in the Second Demerged Company pursuant to the Scheme with reasonable diligence and business prudence and shall not, without the prior consent in writing of any of the persons authorised by the Board of Directors of the First Resulting Company, undertake any additional financial commitment of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with the assets (including intangible rights) or any part thereof of the Broadcasting Business Undertaking, except in the ordinary course of business, or pursuant to any pre-existing obligation(s) undertaken by the Demerged Companies;

(e) Any of the rights, powers, authorities and privileges attached or related or pertaining to the Broadcasting Business Undertaking and exercised by or available to the Demerged Companies and Second Demerged Company vested pursuant to the Scheme shall be deemed to have been exercise by the Demerged Companies for and on behalf of and as agent for the First Resulting Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Broadcasting Business Undertaking of the Demerged Companies, that have been undertaken or discharged by the Demerged Companies shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the First Resulting Company;

(f) The Transferor Company shall carry on the Broadcasting Business Undertaking with reasonable diligence and business prudence and shall not venture into any new business, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business, or vary the terms and conditions of employment of any of their employees and shall not undertake any additional commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letter of comfort or commitments either for itself or any third part, except if the same is in ordinary course of business or if written consent of the First Resulting Company is obtained;

(g) With effect from the date of the Board meeting of the First Resulting Company approving the Scheme and upto and including the Effective Date, the Demerged Companies shall not, except in the ordinary course of business, without the prior consent of the Board of Directors of the First Resulting Company, undertake (i) any material decision in relation to the Broadcasting Business Undertaking (ii) any agreement or transaction; (iii) any new business, or



discontinue any existing business or enter into any contract or arrangement which would significantly impact the Broadcasting Business Undertaking;

(h) With effect from the date of Board meeting of the First Resulting Company approving the Scheme and upto and including the Effective Date, the Demerged Companies shall not, except by way of any obligation already subsisting as on the date of approval of this Scheme by the Board of Directors of the First Resulting Company, without the prior written consent of the Board of Directors of the Demerged Companies and the First Resulting Company, make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner;

(i) All assets howsoever acquired by the Demerged Companies for carrying on the business, operations or activities of the Broadcasting Business Undertaking and the liabilities relating thereto shall be deemed to have been acquired and are also contracted for and on behalf of the First Resulting Company.

(j) The First Resulting Company shall also be entitled, pending sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, department and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the First Resulting Company may require including the registration, approvals, exemptions, relieves, etc., as may be required / granted under any law for the time being in force for carrying on the Broadcasting Business Undertaking of the Demerged Companies.

24. ISSUE OF SHARES BY THE FIRST RESULTING COMPANY

24.1 Upon coming into effect of the Scheme and in consideration for the transfer and vesting of the Broadcasting Business Undertakings in the First Resulting Company, the First Resulting Company shall, without any further application or deed, issue and allot shares, credited as fully paid up, to the extent indicated below, to the members of SABTNL/Second Demerged Company whose name appears in the Register of Members of the SABTNL/Second Demerged Company as on the **Demerger Record Date** or to their respective heirs, executors, administrators or other legal representatives or the successors-in-title, as the case may be, in the following manner:

"1 (One) fully paid up Equity Share of the face value of Rs. 10/- (Rupees Ten only) each in TVL for every 1 (One) fully paid up equity share of the face value of Rs. 10/- (Rupees Ten only) each held in SABTNL."

"10,000 (Ten Thousand) fully paid Redeemable Preference Shares of Rs. 10 (Rupees

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Ten only) each of TVL would be issued to the preference shareholders of SABTNL on proportionate basis".

24.2 In case any member's shareholding in SABTNL is such that on the basis of the aforesaid entitlement ratio of shares, the member is entitled to a fraction of share, such fraction shall be rounded off to the nearest integer. However, in case of any fraction arising to Preference Shareholder, the same would stand ignored.
Further, the Preference shares specified in clause 24.1 of this Scheme shall be issued and allotted on the terms and conditions set out in Schedule I to this Scheme.

24.3 In the event of any increase in the issued, subscribed or paid up share capital, including on account of any employee reward scheme of the Second Demerged Company or issuance of any Share Equivalents or any consolidation, stock split, bonus issue, free distribution of shares or other similar action in relation to the Share Capital of the Second Demerged Company that occurs at any time before the Demerger Record Date, the Share Entitlement Ratio would continue as herein above and such additional shareholder would also be entitled to receive Equity Shares in the First Resulting Company in the Share Entitlement Ratio.

24.4 The Equity Shares and the Preference Shares to be issued to the members of SABTNL as above shall be subject to the Memorandum and Articles of Association of the First Resulting Company. Further, the Equity Shares issued shall rank *pari passu* with the existing equity shares of the First Resulting Company in all respects including dividends, if any that may be declared by the First Resulting Company on or after the Effective Date, as the case may be.

24.5 The Equity Shares shall be issued in dematerialized form to those shareholders who hold shares of SABTNL in dematerialized form, into the account in which SABTNL shares are held or such other account as is intimated by the shareholders to SABTNL and / or its Registrar before the Demerger Record Date. All those shareholders who hold shares of SABTNL in physical form shall also have the option to receive the Equity Shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to SABTNL and / or its Registrar before the Demerger Record Date. Otherwise, they would be issued Equity Shares in physical form.



24.6 However, the Preference Shares to be issued by the First Resulting Company to the shareholders of the Second Demerged Company shall be issued in dematerialized form or in Physical Certificate as the case may be.

24.7 The Board of Directors of the First Resulting Company shall, if and to the extent required, apply for and obtain any approvals from concerned Government / Regulatory authorities for the issue and allotment of Equity Shares and Preference Shares to the members of SABTNL pursuant to clause 24.1 of the Scheme.

24.8 The equity shares to be issued to the members of SABTNL pursuant to clause 24.1 of this Scheme will be listed and/or admitted to trading on all the stock exchanges on which shares of the SABTNL is listed on the Effective Date. The First Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchanges. On such formalities being fulfilled, the Stock Exchanges shall list and/or admit such equity shares issued pursuant to this Scheme, for the purpose of trading. The Equity shares allotted pursuant to clause 24.1 shall remain frozen in the depositories system for the purpose of trading on the stock exchanges till listing/trading permission is given by the Stock Exchanges, respectively and shall be subject to lock-in as may be prescribed by the Stock Exchange and/or other Governmental Authorities.

However, the Preference Shares to be issued to the members of the Second Demerged Company pursuant to clause 24.1 of this Scheme will not be listed and/or admitted to trading on the stock exchanges on which shares of the Second Demerged Company is listed on the Effective Date.

The equity shares pledged with the bank by SABTNL of the First Resulting Company shall if and to the extent required would stand modified with and replaced with corresponding new equity shares to be issued by the First Resulting Company to the promoters of SABTNL.

24.9 There shall be no change in the shareholding pattern or control in TVL i.e. the First Resulting Company between the Demerger Record Date and the listing which may affect the status of the stock exchange approval.

24.10 The equity shares to be issued by the First Resulting Company to the members of SABTNL pursuant to clause 24.1 of this Scheme, in respect of any shares in SABTNL

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which are held in abeyance under the provisions of Section 126 of the Act or otherwise, pending allotment or settlement of dispute, by order of court or otherwise, be held in abeyance by the First Resulting Company.

24.11 The approval of this Scheme by the shareholders of the First Resulting Company under Sections 391 and 394 of the Act shall be deemed to have the approval and compliance of the provisions of Section 62, Section 13 and Section 14 of Companies Act, 2013 and the other relevant and applicable provisions of the Act for the issue and allotment of Equity Shares and Preference Shares by the First Resulting Company to the shareholders of the Second Demerged Company, as provided in this Scheme.

24.12 Upon the Scheme becoming effective and pursuant to the transfer and vesting of Broadcasting Business Undertaking of the Demerged Companies, other than the Second Demerged Company/SABTNL no shares shall be issued by the First Resulting Company to the shareholders of the Demerged Companies, other than SABTNL since the entire issued, subscribed and paid-up equity share capital of the Demerged Companies, other than SABTNL is held the First Resulting Company.

25. CANCELLATION OF EQUITY SHARES OF THE FIRST RESULTING COMPANY AND PREFERENCE SHARES OF THE SECOND DEMERGED COMPANY/SABTNL HELD BY THE EXISTING SHAREHOLDERS AND CANCELLATION OF EQUITY SHARES OF DEMERGED COMPAINES OTHER THAN SABTNL

25.1 On the Scheme becoming effective and upon allotment of Equity Shares as per clause 24.1, as a consideration for the demerger, the equity shares of the First Resulting Company held by the Second Demerged Company/SABTNL shall stand cancelled without any further act or deed. Accordingly, the share capital of the First Resulting Company shall stand reduced to the extent of face value of shares held by the Second Demerged Company in First Resulting Company and so cancelled. The cancellation of the pre-demerger share capital shall result in a mirror image of the shareholding pattern in the First Resulting Company as it stands for the Second Demerged Company.

25.2 The equity shares of the Demerged Companies, excluding SABTNL as held by the First Resulting Company in the Demerged Companies, excluding SABTNL shall stand cancelled and reduced without any further act or deed as herein below:

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Name of the Demerged Company	No of equity shares cancelled	Face value of shares cancelled
HHP	13,000,000	Rs. 10/- each
UBJ	8,000,000	Rs. 10/- each
MPCR	8,000,000	Rs. 10/- each

25.3 Further, the Preference Shares issued pursuant to clause 16.1 of this Scheme by SABTNL would also stand cancelled to an extent of 10,000 (Ten Thousand) Preference Shares of Rs. 10/- each held by the preference shareholders on a proportionate basis.

25.4 Such reduction of Equity Shares of the First Resulting Company and Demerged Companies excluding SABTNL as provided in Clause 25.1 and 25.2, respectively and reduction of the Preference Shares of SABTNL as provided in Clause 25.3 above shall be effected as an integral part of the Scheme and the Orders of the Court sanctioning the Scheme shall be deemed to be an Order under Section 102 of the Act confirming the reduction and no separate sanction under sections 100-102 of the Act will be necessary. The First Resulting Company and the Demerged Companies shall not be required to add the words "and reduced" as a suffix to its name consequent upon such reduction.

26. ACCOUNTING TREATMENT

26.1 In the books of the First Resulting Company

(a) Upon coming into effect of this Scheme, the First Resulting Company shall record the assets and liabilities of the Broadcasting Business Undertakings at the respective book values appearing in the books of Demerged Companies at the opening of business hours on the Demerger Appointed Date.

(b) The First Resulting Company shall credit to its share capital account, the aggregate face value of the Equity Shares issued by it pursuant to Clause 24.1 of this Scheme and Preference Shares issued by it pursuant to Clause 24.1 of this Scheme to the equity shareholders and the preference shareholders of the Second Transferor Company/SABTNL.

(c) Loans and advances and other dues outstanding between the First Resulting Company and the Broadcasting Business Undertakings of the Demerged Companies, if any would stand cancelled and there shall be no further obligation / outstanding in that behalf.

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(d) The First Resulting Company shall debit to its share capital account, the aggregate face value of the Equity Shares held by SABTNL which stands cancelled pursuant to the transfer and vesting of the Broadcasting Business Undertaking of the Second Demerged Company in accordance with clause 25.1.

(e) The difference between the excess of net assets of the Broadcasting Business Undertakings transferred from the Demerged Companies over (a) the difference (if any) between the Face value of investment held by the Second Demerged Company in the equity share capital of the First Resulting Company cancelled pursuant to clause 25.1 above and the face value of corresponding equity share capital of the First Resulting Company, issued pursuant to clause 24.1 above; (b) the face value of Preference Shares capital of the First Resulting Company issued pursuant to clause 24.1 above; and (c) the value of investments held by the First Resulting Company in the Demerged Companies, excluding SABTNL as cancelled pursuant to clause 25.2 above would be adjusted against/recorded as General Reserve by the First Resulting Company.

(f) If considered appropriate for the purpose of application of uniform accounting methods and policies between the Demerged Companies and the First Resulting Company, the First Resulting Company may make suitable adjustments and adjust the effect thereof in the Capital Reserve Account of the First Resulting Company.

26.2 In the books of the Second Demerged Company

(a) Upon the Scheme becoming effective, the Second Demerged Company shall reduce the book value of assets, including investments in the equity share capital of the First Resulting Company in the books of the Second Demerged Company and liabilities pertaining to the Broadcasting Business Undertaking from its books of account.

(b) Loans and advances and other dues outstanding between the First Resulting Company and the Broadcasting Business Undertaking of the Second Demerged Company, if any would stand cancelled and there shall be no further obligation / outstanding in that behalf.

(c) SABTNL shall debit to its share capital account, the aggregate face value of the Preference Shares cancelled pursuant to clause 25.3 of this Scheme.

(d) The excess of the book value of assets over the book value of liabilities of the Broadcasting Business Undertaking transferred to the First Resulting Company pursuant to this Scheme, would be adjusted as under:

a. against the amount of Preference Shares reduced pursuant to clause 25.3;

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b. against the amount standing to the credit of Capital Reserve Account;

c. against the amount standing to the credit of Securities Premium Account; and

d. the amount standing to the credit of General Reserves, if required

And where the amount of assets transferred over liabilities is lower, the difference would get credited to the Capital Reserve Account.

(e) The reduction in the Securities Premium Account of the Second Demerged Company shall be effected as an integral part of the Scheme in accordance with the provisions of Section 78 read with Sections 100 to 104 of the Companies Act, 1956 and Section 52 of the Companies Act, 2013 and all other applicable provisions of the Act and the Order of the High Court sanctioning this Scheme shall be deemed to be also the Orders under Section 102 of the Act for the purpose of confirming the reduction. Notwithstanding the reduction in the equity share capital of the Resulting Company, the Resulting Company shall not be required to add "And Reduced" as suffix to its name

26.3 In the books of the Demerged Companies, other than the Second Demerged Company:

(a) Upon the Scheme becoming effective, the Demerged Companies, other than the Second Demerged Company shall reduce the book value of assets and liabilities pertaining to the Broadcasting Business Undertaking from its books of account.

(b) The respective Demerged Companies, excluding SABTNL shall debit to its share capital account, the aggregate face value of the Equity Shares held by the First Resulting Company in the Demerged Companies which stands cancelled pursuant to the transfer and vesting of the Broadcasting Business Undertaking of the Demerged Companies, excluding SABTNL into the First Resulting Company in accordance with clause 25.2.

(c) Loans and advances and other dues outstanding between the First Resulting Company and the Broadcasting Business Undertakings of the Demerged Companies, if any would stand cancelled and there shall be no further obligation / outstanding in that behalf.

(d) The difference between the book value of assets and the book value of liabilities of the Broadcasting Business Undertaking transferred to the First Resulting Company over the value of equity capital cancelled pursuant to clause 25.2 by the respective Demerged Companies, excluding SABTNL would be accumulated to the amount standing in the profit and loss account of the respective Demerged Companies.

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27. REMAINING BUSINESS OF THE DEMERGED COMPANIES

27.1 The Remaining Business of the Demerged Companies as defined in Clause 1.1.17 and all other assets, liabilities, incentives, rights and obligation pertaining thereto shall continue to be vested in and managed by the Demerged Companies in the manner as provided below:

27.1.1 Any Proceedings by or against the Demerged Companies, whether pending on the Demerger Appointed Date or which may be instituted in future whether in respect of any matter arising before or after the Demerger Appointed Date and relating to the Remaining Business of the Demerged Companies (including those relating to any property, right, security, power, liability, obligation or duties of the Demerged Companies in respect of the Remaining Business of the Demerged Companies) shall be continued and enforced by or against the Demerged Companies, which shall keep the First Resulting Company fully indemnified in that regard. The First Resulting Company shall in no event be responsible or liable in relation to any such Proceedings against the Demerged Companies

27.2 With effect from and including the Demerger Appointed Date:

27.2.1 The Demerged Companies shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Companies Remaining Business of the Demerged Companies for and on its own behalf;

27.2.2 All profit accruing to the Demerged Companies thereon or losses arising or incurred by it relating to the Remaining Business of the Demerged Companies shall, for all purposed, be treated as the profit, or losses, as the case may be, of the Demerged Companies;

27.2.3 The Demerged Companies may enter into such contracts as the Demerged Companies may deem necessary in respect of the Remaining Business of the Demerged Companies;

27.2.4 All assets and properties acquired by the Demerged Companies in relation to the Remaining Business of the Demerged Companies on and after the Demerger Appointed Date shall belong to and continue to remain vested in the Demerged Companies; and

27.2.5 All liabilities (including contingent liabilities) loans, debts (whether secured or unsecured) raised or incurred, duties and obligations of every kind, nature and description whatsoever and howsoever arising or accruing in relation to the Remaining Business of the Demerged Companies shall belong to and continue to remain vested in the Demerged Companies.

It is clarified that any liabilities relating to a period prior to the Demerger Appointed

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Date, whether such liabilities become payable or accrue after the Demerger Appointed Date in relation to the Broadcasting Business Undertaking shall be to and on account of the respective Demerged Companies.

PART V

DEMERGER OF THE SABTNL PUBLICATION BUSINESS UNDERTAKING OF SABTNL INTO THE SECOND RESULTING COMPANY

28. TRANSFER AND VESTING OF SABTNL PUBLICATION BUSINESS UNDERTAKING

28.1 Upon this Scheme becoming effective and with effect from the Demerger Appointed Date after giving effect to "PART III" of this Scheme, the SABTNL Publication Business Undertaking (including all assets, estates, properties, investments, rights, claim, title, interest and authorities including accretions and appurtenances thereto of the SABTNL Publication Business Undertaking) shall stand transferred to and vested in or deemed to be transferred to and vested in the Second Resulting Company under the provisions of Section 391 to 394 of the Act and in accordance with Section 2(19AA) of the Income-tax Act, 1961, as a going concern without any further act, deed, matter or thing in the following manner:

Assets:

(i) The whole of the SABTNL Publication Business Undertaking shall without any further act, deed, matter or thing stand transferred to and vested in and /or be deemed to be transferred to and vested in the Second Resulting Company so as to vest in the Second Resulting Company all rights, title and interest pertaining to the SABTNL Publication Business Undertaking;

(ii) All assets, investments, rights, title or interest acquired by the SABTNL after the Demerger Appointed Date in relation to the SABTNL Publication Business Undertaking shall also, 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 Second Resulting Company upon coming into effect of this Scheme pursuant to the provisions of Section 391 to 394 of the Act, provided however that no onerous asset shall have been acquired by the SABTNL in relation to the SABTNL Publication Business Undertaking after the Demerger Appointed Date without the prior written consent of the Resulting Company;

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and

(iii) all the assets of the SABTNL Publication Business Undertaking as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, shall stand vested in the Second Resulting Company, and shall become the property and an integral part of the Second Resulting Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement and delivery, as appropriate to the property being vested, and the title to such property shall be deemed to have transferred and vested accordingly. In respect of movables other than those otherwise capable of transfer by manual delivery or by endorsement and delivery, including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, development rights, advances paid to any parties for acquisition of development rights, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall on and from the Demerger Appointed Date stand transferred to and vested in the Second Resulting Company without any notice or other intimation to the debtors although the Second Resulting Company may, without being obliged, and if it so deems appropriate, at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositee, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Second Resulting Company.

Contracts

(iv) All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the SABTNL Publication Business Undertaking to which the SABTNL is a party or to the benefit of which the SABTNL may be eligible, and which are subsisting or have effect immediately before the Demerger Appointed Date, shall continue in full force and effect against or in favor of, as the case may be, the Resulting Company in which the SABTNL Publication Business Undertaking vests by way of demerger hereunder and may be enforced as fully and effectually as if, instead of the SABTNL, the Second Resulting Company had been party or beneficiary or oblige thereto or thereunder; and

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(v) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the SABTNL Publication Business Undertaking occurs by virtue of this Scheme itself, the Second Resulting Company, may, at any time after the coming into effect of the Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deed of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement relating to SABTNL Publication Business Undertaking to which the SABTNL is a party in order to give formal effect to the provisions of this Scheme. The Second Resulting Company shall, be deemed to be authorized to execute any such writings on behalf of the SABTNL in relation to the SABTNL Publication Business Undertaking and to carry out or perform all such formalities or compliances referred to above on part of the SABTNL to be carried out or performed.

(vi) As a consequence of the vesting and transfer of SABTNL Publication Business Undertaking of SABTNL with the Second Resulting Company in accordance with or pursuant to this Scheme, the recording of change in name in the records of the statutory or regulatory authorities from SABTNL to the Second Resulting Company, whether pertaining to any license, permit, approval or any other matter, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority.

(vii) The Second Resulting Company shall be entitled to the benefit of all insurance policies which have been issued relating to the SABTNL Publication Business Undertaking of SABTNL and the name of the Second Resulting Company shall be substituted as "Insured" in the policies as if the Second Resulting Company was initially a party.

<u>Liabilities</u>

(viii) all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description relatable to the SABTNL Publication Business Undertaking of SABTNL shall also, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to or be deemed to be transferred to the Second Resulting Company, so as to become from the Demerger Appointed Date the

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debts, liabilities, contingent liabilities, duties and obligations of the Second Resulting 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 sub-clause;

(ix) Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations relatable to the SABTNL Publication Business Undertaking of SABTNL as on the Demerger Appointed Date deemed to be transferred to the Second Resulting Company have been discharged by the SABTNL after the Demerger Appointed Date, such discharge shall be deemed to have been for and on account of the Second Resulting Company

(x) All loans raised and used, all liabilities and obligations incurred by the SABTNL for the operations of the SABTNL Publication Business Undertaking with prior approval of the Second Resulting Company after the Demerger Appointed Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Second Resulting Company in which the SABTNL Publication Business Undertaking of the SABTNL would vest in terms of this Scheme and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Second Resulting Company and shall become the debts, liabilities, duties and obligations of the Second Resulting Company which shall meet discharge and satisfy the same.

<u>Licenses and Permissions</u>

(xi) Any statutory licenses, permits, quotas, approvals (including, but not limited to, environmental approvals, statutory and regulatory approvals), permissions, registrations, consents held by the SABTNL required to carry on the operations of the SABTNL Publication Business Undertaking shall stand vested in or transferred to the Second Resulting Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Second Resulting Company and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to

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the Second Resulting Company as if they were originally obtained by the Second Resulting Company. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other person, or availed of by the SABTNL relating to the SABTNL Publication Business Undertaking, are concerned, the same shall vest with and be available to the Second Resulting Company on the same terms and conditions as applicable to the SABTNL, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Second Resulting Company.

Security

(xii) All the existing securities, mortgages, charges, encumbrances or liens, if any, over the assets comprised in or relating to the liabilities of the SABTNL Publication Business Undertaking transferred to the Second Resulting Company by virtue of this Scheme, shall, after the Demerger Appointed Date, continue to relate and attach to only such assets or any part thereof to which they are related or attached prior to the Effective Date and shall not relate to or be available as security in relation to any assets of the Second Resulting Company as on the Effective Date.

(xiii) It is clarified that the security or charge created relating to loans or borrowings of the SABTNL, in relation to the assets of SABTNL Publication Business Undertaking, if any shall without any further act or deed stand released as from the Demerger Appointed Date and the said assets shall not relate to or be available as security in relation to any other borrowings of the SABTNL.

(xiv) Any existing encumbrances over the assets and properties of the Second Resulting Company or any part thereof which relate to the liabilities and obligations of the Second Resulting Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the SABTNL Publication Business Undertaking transferred to and vested in the Second Resulting Company by virtue of this Scheme.

28.2 This Scheme is in compliance with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income-tax Act, 1961 such that the transfer of SABTNL Publication Business Undertaking will be on a going concern basis.

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If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) of the Income-tax Act, 1961. Such modification will however not affect the other parts of the Scheme.

29. LEGAL PROCEEDINGS

29.1 Upon the coming into effect of this Scheme, all suits, appeal or other proceedings of whatever nature pending in any court or before any authority, judicial, quasi judicial or administrative or any adjudicating authority and/or arising after the Demerger Appointed Date and relating to the SABTNL Publication Business Undertaking, or its respective properties, assets, debts, liabilities, duties and obligations shall be continued and/or enforced under the Effective Date by or against the SABTNL; and from the Demerger Appointed Date, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of this demerger or by anything contained in this Scheme, but the said suits, appeals or other legal proceedings may be continued, prosecuted and enforced by or against the Second Resulting Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the SABTNL as if the Scheme had not been made. On and from the Demerger Appointed Date, the Second Resulting Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the SABTNL Publication Business Undertaking, in the same manner and to the same extent as it would or might have been initiated by SABTNL as the case may be, had the Scheme not been made; and

29.2 On and from the Demerger Appointed Date, the Second Resulting Company shall have all legal proceedings initiated by or against the SABTNL relatable to the SABTNL Publication Business Undertaking as referred herein above transferred to and have continued, prosecuted and enforced by or against and defended by the Second Resulting Company.



30. STAFF, WORKMEN AND EMPLOYEES

30.1 Upon the Scheme becoming effective, all permanent staff, workmen and employees relating to the SABTNL Publication Business Undertaking on the payrolls of the SABTNL, in service on the Effective Date shall be deemed to have become staff, workmen, and employees of the Second Resulting Company on such date without any break or interruption in their service and on the terms and conditions of their employment not less favorable than those subsisting with reference to SABTNL as on the said date.

30.2 As of the date of filing of this Scheme, SABTNL shall make contributions to the provident fund account whether maintained through government or through trust and / or other funds in relation to all its staff, workmen and employees related to the SABTNL Publication Business Undertaking. The Second Resulting Company shall subsequent to the Demerger Appointed Date make appropriate contributions towards such provident fund and / or other funds in respect of the staff, workmen and employees taken over by it pursuant to this Scheme through the existing trusts/fund of SABTNL or consolidate the trusts/funds with that of the existing trusts/funds of the Second Resulting Company or the trust/fund of SABTNL shall become the trust/fund of the Second Resulting Company for all purposes whatsoever in relation to the administration or operation of such funds or trusts or in relation to the obligation to make contributions to the said funds or trusts in accordance with the provisions thereof as per the terms provided in the respective trust deeds or other documents, if any.

30.3 It is clarified that the services of all transferred staff, workmen and employees of the SABTNL, to the Second Resulting Company will be treated as having been continuous for the purpose of the aforesaid employee benefits and / or liabilities. For the purpose of payment of any retrenchment compensation, gratuity, and / or other terminal benefits, and / or any other liability pertaining to staff, workmen and employees, the past services of such staff, workmen and employees with the SABTNL shall also be taken into account by the Second Resulting Company, who shall pay the same if and when payable.

31. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

31.1 With effect from the Demerger Appointed Date upto the Effective Date, SABTNL

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shall upon vesting of the Publication Business Undertaking from the Transferor Company and pending such vesting the Transferor Company:

(a) shall carry on, and be deemed to have been carrying on its business, operations or activities relating to the SABTNL Publication Business Undertaking, and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the assets, properties, liabilities relating to SABTNL Publication Business Undertaking on behalf of and / or in trust for the Second Resulting Company.

(b) All profits or income accruing or arising to or losses arising or expenditure incurred and relating to the SABTNL Publication Business Undertaking, shall for all purposes be treated as, and be deemed to be treated as, the profits or income or losses or expenditure, as the case may be, of the Second Resulting Company.

(c) It is clarified that all taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, entertainment duty, etc.) paid or payable in respect of the operations and/or the profits relating to the SABTNL Publication Business Undertaking before the Demerger Appointed Date, shall be on account of the SABTNL and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, entertainment duty, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the SABTNL, in respect of the profits or activities or operation of the SABTNL Publication Business Undertaking after the Demerger Appointed Date, the same shall be deemed to be the corresponding item paid by the Second Resulting Company and shall, in all proceedings, be dealt with accordingly;

(d) With effect from the date of the Board meeting of the Second Resulting Company approving the Scheme and upto and including the Effective Date, SABTNL or the First Demerged Company, as the case may be shall preserve and carry on the business and activities of the SABTNL Publication Business Undertaking with reasonable diligence and business prudence and shall not, without the prior consent in writing of any of the persons authorised by the Board of Directors of the Second Resulting Company, undertake any additional financial commitment of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with the assets (including intangible rights) or any part thereof of the SABTNL Publication Business Undertaking, except in the ordinary course of

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business, or pursuant to any pre-existing obligation(s) undertaken by the SABTNL;

(e) Any of the rights, powers, authorities and privileges attached or related or pertaining to the SABTNL Publication Business Undertaking and exercised by or available to the SABTNL shall be deemed to have been exercise by the SABTNL for and on behalf of and as agent for the Second Resulting Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the SABTNL Publication Business Undertaking of the SABTNL, that have been undertaken or discharged by the SABTNL shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Second Resulting Company;

(f) The Transferor Company shall carry on the SABTNL Publication Business Undertaking with reasonable diligence and business prudence and shall not venture into any new business, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business, or vary the terms and conditions of employment of any of their employees and shall not undertake any additional commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letter of comfort or commitments either for itself or any third part, except if the same is in ordinary course of business or if written consent of the Second Resulting Company is obtained;

(g) With effect from the date of the Board meeting of the Second Resulting Company approving the Scheme and upto and including the Effective Date, the SABTNL shall not, except in the ordinary course of business, without the prior consent of the Board of Directors of the Second Resulting Company, undertake (i) any material decision in relation to the SABTNL Publication Business Undertaking (ii) any agreement or transaction; (iii) any new business, or discontinue any existing business or enter into any contract or arrangement which would significantly impact the SABTNL Publication Business Undertaking;

(h) With effect from the date of Board meeting of the Second Resulting Company approving the Scheme and upto and including the Effective Date, the SABTNL shall not, except by way of any obligation already subsisting as on the date of approval of this Scheme by the Board of Directors of the Second Resulting Company, without the prior written consent of the Board of Directors of the SABTNL and the Second Resulting Company, make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis,

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bonus shares or otherwise) decrease, reduction, reclassification, sub-division or consolidation, reorganisation, or in any other manner;

(i) All assets howsoever acquired by the SABTNL for carrying on the business, operations or activities of the SABTNL Publication Business Undertaking and the liabilities relating thereto shall be deemed to have been acquired and are also contracted for and on behalf of the Second Resulting Company.

(j) The Second Resulting Company shall also be entitled, pending sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, department and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the Second Resulting Company may require including the registration, approvals, exemptions, relieves, etc., as may be required / granted under any law for the time being in force for carrying on the SABTNL Publication Business Undertaking of the SABTNL.

32. ISSUE OF SHARES BY THE SECOND RESULTING COMPANY

32.1 Upon coming into effect of the Scheme and in consideration for the transfer and vesting of the SABTNL Publication Business Undertaking in the Second Resulting Company, the Second Resulting Company shall, without any further application or deed, issue and allot shares, credited as fully paid up, to the extent indicated below, to the members of the SABTNL whose name appears in the Register of Members of the SABTNL as on the **Demerger Record Date** or to their respective heirs, executors, administrators or other legal representatives or the successors-in-title, as the case may be, in the following manner:

"3 (Three) fully paid Equity Shares of face value Rs. 10 (Rupees Ten only) each in SAB Events for every 10 (Ten) fully paid equity shares of face value of Rs. 10/- (Rupees Ten only) held in SABTNL".

"10,000 (Ten Thousand) fully paid Redeemable Preference Shares of Rs. 10 (Rupees Ten) each of SAB Events would be issued to the preference shareholders of SABTNL on proportionate basis".

32.2 In case any member's shareholding in the SABTNL is such that on the basis of the aforesaid entitlement ratio of shares, the member is entitled to a fraction of share, such fraction shall be rounded off to the nearest integer. However, in case of any fraction arising to Preference Shareholder, the same would stand ignored.
Further, the Preference shares specified in clause 16.1 of this Scheme shall be issued and allotted on the terms and conditions set out in Schedule I to this Scheme.

32.3 In the event of any increase in the issued, subscribed or paid up share capital,

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including on account of any employee reward scheme of the Second Demerged Company or issuance of any Share Equivalents or any consolidation, stock split, bonus issue, free distribution of shares or other similar action in relation to the Share Capital of the Second Demerged Company that occurs at any time before the Demerger Record Date, the Share Entitlement Ratio would continue as hereinabove and such additional shareholder would also be entitled to receive Equity Shares in the Second Resulting Company in the Share Entitlement Ratio.

32.4 The Equity Shares and the Preference Shares to be issued to the members of the SABTNL as above shall be subject to the Memorandum and Articles of Association of the Second Resulting Company. Further, the Equity Shares issued shall rank *pari passu* with the existing equity shares of the Second Resulting Company in all respects including dividends, if any that may be declared by the Second Resulting Company on or after the effective Date, as the case may be.

32.5 The Equity Shares shall be issued in dematerialized form to those shareholders who hold shares of SABTNL in dematerialized form, in to the account in which SABTNL shares are held or such other account as is intimated by the shareholders to SABTNL and / or its Registrar before the Demerger Record Date. All those shareholders who hold shares of SABTNL in physical form shall also have the option to receive the Equity Shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to SABTNL and / or its Registrar before the Demerger Record Date. Otherwise, they would be issued Equity Shares in physical form.

However, the Preference Shares to be issued by the Second Resulting Company to the shareholders of the Second Demerged Company shall be issued in dematerialized form or Physical certificate as the case may be.

32.6 The Board of Directors of the Second Resulting Company shall, if and to the extent required, apply for and obtain any approvals from concerned Government / Regulatory authorities for the issue and allotment of Equity Shares and Preference Shares to the members of SABTNL pursuant to clause 32.1 of the Scheme.

32.7 The equity shares to be issued to the members of SABTNL pursuant to clause 32.1 of this Scheme will be listed and/or admitted to trading on all the stock exchanges on which shares of the SABTNL is listed on the Effective Date. The Second Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchanges. On such formalities being fulfilled, the Stock Exchanges shall list and/or admit such equity shares issued pursuant to this Scheme, for the purpose of trading. The Equity shares

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allotted pursuant to clause 32.1 shall remain frozen in the depositories system till listing/trading permission is given by the Stock Exchanges, respectively and shall be subject to lock-in as may be prescribed by the Stock Exchange and/or other Governmental Authorities.

However, the Preference Shares to be issued to the members of the Second Demerged Company pursuant to clause 32.1 of this Scheme will not be listed and/or admitted to trading on the stock exchanges on which shares of the Second Demerged Company is listed on the Effective Date.

32.8 There shall be no change in the shareholding pattern or control in SAB Events i.e. the Second Resulting Company between the Demerger Record Date and the listing which may affect the status of the stock exchange approval.

32.9 The equity shares to be issued by the Second Resulting Company to the members of SABTNL pursuant to clause 32.1 of this Scheme, in respect of any shares in SABTNL which are held in abeyance under the provisions of Section 126 of the Act or otherwise, pending allotment or settlement of dispute, by order of court or otherwise, be held in abeyance by the Second Resulting Company.

32.10 The approval of this Scheme by the shareholders of the Second Resulting Company under Sections 391 and 394 of the Act shall be deemed to have the approval and compliance of the provisions of Section 62(1c) and the other relevant and applicable provisions of the Act for the issue and allotment of equity shares by the Second Resulting Company to the shareholders of SABTNL, as provided in this Scheme.

32.11 The approval of this Scheme by the shareholders of both the companies under Sections 391 and 394 of the Act shall be deemed to have the approval under sections 13, 14, 62 of Companies Act 2013 and other applicable provisions of the Act and any other consents and approvals required in this regard.

33. CANCELLATION OF EQUITY SHARES OF THE SECOND RESULTING COMPANY AND PREFERENCE SHARES OF THE SECOND DEMERGED COMPANY/SABTNL

33.1 On the Scheme becoming effective and upon allotment of Equity Shares as per clause 32.1, as a consideration for the demerger, the equity shares of the Second Resulting Company held by the existing shareholders of the Second Resulting Company, shall stand cancelled without any further act or deed. Accordingly, the share capital of the existing shareholders of the Second Resulting Company shall stand reduced to the extent of face value of shares held by the existing shareholders in Second Resulting Company on a proportionate basis and so cancelled. The cancellation of the pre-

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demerger share capital shall result in a mirror image of the shareholding pattern in the Second Resulting Company as it stands for the Second Demerged Company.

33.2 Further, the Preference Shares issued pursuant to clause 16.1 of this Scheme by SABTNL would also stand cancelled to an extent of 10,000 (Ten Thousand) Preference Shares of Rs. 10/- each held by the preference shareholders on a proportionate basis.

33.3 Such reduction of Equity Shares of the Second Resulting Company as provided in Clause 33.1 and reduction of the Preference Shares of SABTNL as provided in Clause 33.2 above shall be effected as an integral part of the Scheme and the Orders of the Court sanctioning the Scheme shall be deemed to be an Order under Section 102 of the Act confirming the reduction and no separate sanction under sections 100-102 of the Act will be necessary. The Second Resulting Company and the Second Demerged Company shall not be required to add the words "and reduced" as a suffix to its name consequent upon such reduction.

34. ACCOUNTING TREATMENT

34.1 In the books of the Second Resulting Company

(a) Upon coming into effect of this Scheme, the Second Resulting Company shall record the assets and liabilities of the SABTNL Publication Business Undertaking at the respective book values appearing in the books of SABTNL at the opening of the Demerger Appointed Date.

(b) The Second Resulting Company shall credit to its share capital account, the aggregate face value of the Equity Shares and Preference Shares issued by it pursuant to Clause 32.1 of this Scheme.

(c) Loans and advances and other dues outstanding between the Second Resulting Company and the SABTNL Publication Business Undertaking, if any will stand cancelled and there shall be no further obligation / outstanding in that behalf.

(d) The Second Resulting Company shall debit to its share capital account, the aggregate face value of the Equity Shares held by its existing shareholders and cancelled pursuant to clause 33.1 of this Scheme.

(e) The excess of net assets of the SABTNL Publication Business Undertaking transferred from SABTNL and recorded by the Second Resulting Company in terms of clause 34.1 (a) above, over the difference between the amount of equity capital cancelled pursuant to clause 33.1 and the face value of Equity Shares and Preference Shares issued pursuant to clause 32.1 above would stand credited as capital reserve account and in case of deficit, the same shall be debited as Goodwill in the books of the Second Resulting Company.

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(f) If considered appropriate for the purpose of application of uniform accounting methods and policies between the SABTNL and the Second Resulting Company, the Second Resulting Company may make suitable adjustments and adjust the effect thereof in the General Reserve Account of the Second Resulting Company.

34.2 In the books of the SABTNL

(a) Upon the Scheme becoming effective, the SABTNL shall reduce the book value of assets and liabilities pertaining to the SABTNL Publication Business Undertaking from its books of account.

(b) SABTNL shall debit to its share capital account, the aggregate face value of the Preference Shares cancelled pursuant to clause 33.2 of this Scheme.

(c) The excess of the book value of assets over the book value of liabilities transferred of the SABTNL Publication Business Undertaking shall be adjusted

a. against the amount of Preference Shares reduced pursuant to clause 33.2;

b. against the amount standing to the credit of Capital Reserve Account;

c. against the amount standing to the credit of Securities Premium Account; and

d. the amount standing to the credit of General Reserves, if required

35. REMAINING BUSINESS OF THE SECOND DEMERGED COMPANY

35.1 The Remaining Business of the SABTNL as defined in Clause 1.1.18 and all other assets, liabilities, incentives, rights and obligation pertaining thereto shall continue to be vested in and managed by the SABTNL in the manner as provided below:

35.2 Any Proceedings by or against the SABTNL, whether pending on the Demerger Appointed Date or which may be instituted in future whether in respect of any matter arising before or after the Effective Date and relating to the Remaining Business (including those relating to any property, right, security, power, liability, obligation or duties of the SABTNL in respect of the Remaining Business) shall be continued and enforced by or against the SABTNL, which shall keep the Second Resulting Company fully indemnified in that regard. The Second Resulting Company shall in no event be responsible or liable in relation to any such Proceedings against the SABTNL with effect from the Demerger Appointed Date and including the Effective Date:

35.2.1 The SABTNL shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Remaining Business of the SABTNL for and on its own behalf;

35.2.2 All profit accruing to the SABTNL thereon or losses arising or incurred by it relating to the Remaining Business of the SABTNL shall, for all purpose, be treated as the

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profit, or losses, as the case may be, of the SABTNL;

35.2.3 The SABTNL may enter into such contracts as the SABTNL may deem necessary in respect of the Remaining Business;

35.2.4 All assets and properties acquired by the SABTNL in relation to the Remaining Business on and after the Demerger Appointed Date shall belong to and continue to remain vested in the SABTNL; and

35.2.5 All liabilities (including contingent liabilities) loans, debts (whether secured or unsecured) raised or incurred, duties and obligations of every kind, nature and description whatsoever and howsoever arising or accruing in relation to the Remaining Business shall belong to and continue to remain vested in the SABTNL.

It is clarified that any liabilities relating to a period prior to the Demerger Appointed Date, whether such liabilities become payable or accrue after the Demerger Appointed Date in relation to the SABTNL Publication Business Undertaking shall be to and on account of SABTNL.

PART VI

GENERAL TERMS AND CONDITIONS

36. CONSOLIDATION OF AUTHORISED CAPITAL AND ALTERATION OF MEMORANDUM AND ARTICLAES OF OF ASSOCIATION

36.1 *Increased in Authorised Capital of the Transferee Company*

Upon this Scheme becoming effective, the authorised share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed, by the authorised share capital of the Transferor Company, amounting in aggregate to Rs. 485,000,000 (Rupees Forty Eight Crores Fifty Lacs Only) comprising of Rs.4,61,000,000 (Rupees Forty Six Crore Ten Lacs Only)/- divided into 46,100,000 Equity Shares of Rs. 10 each and Rs 24,000,000 /- (Rupees Two Crore Forty Lacs Only) divided into 24,00,000 Redeemable Preference Shares of Rs. 10 each and the Memorandum and Articles of Association of Transferee Company (relating to authorised share capital) shall without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment, and no further resolution(s) under provisions of Section 16 and the other relevant and applicable provisions of the Companies Act, 1956 and/or Section 13, 14, 61 of Companies Act 2013 or any other applicable provisions of the Act

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would be required to be separately passed, as the case may be and for this purpose the stamp duty and fees paid on the authorised capital of the Transferor Company shall be utilised and applied to the increased authorised share capital of Transferee Company and there would be no requirement for any other further payment of stamp duty and / or fee by Transferee for increase in the authorised share capital to that extent. Pursuant to the Scheme becoming effective and consequent upon the merger of the Transferor Company into Transferee Company, the authorised share capital of Transferee Company will be as under:

Authorised Share Capital	***Amount (in Rs.)***
461,00,000 Equity shares of Rs. 10 each	*461,000,000*
24,00,000 Preference Shares of Rs. 10 each	*24,000,000*

36.2 *Upon this Scheme coming into effect, the Clause V of the Memorandum of Association of SABTNL, being the capital clause of the SABTNL shall be without any further act or deed, be amended, restated and replaced as under:*

"The Authorised Share Capital of the Transferee Company is amounting in aggregate to Rs. 485,000,000 (Rupees Forty Eight Crores Fifty Lacs only) comprising of Rs. 461,000,000 (Rupees Forty Six Crores Ten Lacs Only)/- divided into 46,100,000 Equity Shares of Rs. 10 each and Rs. 24,000,000 (Rupees Two Crore Forty lacs Only) divided into 2,400,000 Redeemable Preference Shares of Rs. 10 each and with a power to increase or reduce the capital of the company in accordance with the provisions of the Companies Act, 1956 and/or Companies Act, 2013"

37. AMENDMENT IN CAPITAL CLAUSE

37.1 *Upon this Scheme coming into effect, Clause V of the Memorandum of Association of the First Resulting Company and Second Resulting Company, being the capital clause of the First Resulting Company and Second Resulting Company shall be without any further act or deed, be amended, restated and replaced as under:*

In case of First Resulting Company:

"The Authorised Share Capital of the First Resulting Company is amounting in aggregate to Rs. 550,000,000 (Rupees Fifty Five Crores Only) comprising of Rs.549,900,000 (Rupees Fifty Four Crores Ninety Nine Lacs Only)/- divided into 54,990,000 Equity Shares of Rs. 10 each and Rs. 1,00,000/- (Rupees One Lacs Only) divided into 10,000 Redeemable Preference Shares of Rs. 10 each and with a

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power to increase or reduce the capital of the company in accordance with the provisions of the Companies Act, 1956 and/or Companies Act, 2013"

In case of Second Resulting Company:

"The Authorised Share Capital of the Second Resulting Company is amounting in aggregate to Rs. 110,000,000 (Rupees Eleven Crores only) comprising of Rs.109,900,000 (Rupees Ten Crores Ninety Nine Lacs Only)/- divided into 10,990,000 Equity Shares of Rs. 10 each and Rs. 1,00,000/- (Rupees One Lacs Only) divided into 10,000 Redeemable Preference Shares of Rs. 10 each and with a power to increase or reduce the capital of the company in accordance with the provisions of the Companies Act, 1956 and/or Companies Act, 2013"

37.2 *Approval of this Scheme by the shareholders of the First Resulting Company and Second Resulting Company shall be deemed to be the due compliance of the provisions of Section 16 and the other relevant and applicable provisions of the Companies Act, 1956 and/or Sections 13 and 14 of the Companies Act, 2013, for the alteration of the Memorandum of Association, as provided in this Scheme.*

38. PROFITS, DIVIDEND, BONUS/RIGHT SHARES

38.1 *The Transferor Company, the First Demerged Company, the Demerged Companies excluding SABTNL, the First Resulting Company and the Second Resulting Company shall not utilize profits or income, if any, for any purpose including declaring or paying any dividend in respect of the period falling on and after the respective Appointed Dates.*

38.2 *From the date of filing of this Scheme with the High Court and up to and including the Effective Date, the Transferor Company the Demerged Companies excluding SABTNL, The First Resulting Company and the Second Resulting Company shall not make any change in their respective capital structure in any manner either by any increase (including by way of issue of equity and/or preference shares on a rights basis or by way of a public issue, bonus shares and/or convertible debentures or otherwise), decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner which may, in any way, affect the share entitlement ratio (as provided in the Clause 24 and Clause 32).*

38.3 *In the event that SABTNL/the Transferee Company restructures its equity share capital by way of share split / consolidation / issue of bonus shares during the pendency of the Scheme, the share entitlement ratio (as provided in the Clause 24 and Clause 32) shall be adjusted accordingly to take into account the effect of such*

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corporate actions, except to the extent shares are issued to the shareholders of the Transferor Company.

39. APPLICATION TO HIGH COURT

The Transferor Company, e the Transferee Company, the Demerged Companies, the First Resulting Company and the Second Resulting Company shall with all reasonable dispatch make all necessary applications under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Court for seeking approval of the Scheme.

40. ADMINISTRATIVE CONVENIENCE

Notwithstanding any contained in other clauses of this Scheme, the Transferor Company, the Transferee Company, the First Demerged Company and the Demerged Companies, shall enter into such documents, agreements, make applications to various authorities, regulatory bodies to facilitate the uninterrupted transitions of the business from the Transferor Company, the First Demerged Company and Demerged Companies to the First Resulting Company or the Second Resulting Company, as the case may be.

41. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Transferor Company, the Transferee Company, the Demerged Companies, the First Resulting Company and the Second Resulting Company by their respective Boards of Directors ('the Board', which term shall include Committee thereof), may assent to/make and/or consent to any modifications/amendments to the Scheme, including withdrawal of the Scheme or to any conditions or limitations that the Court and/or any other Authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board) with the approval of the High Court. The Transferor Company, the Transferee Company, the Demerged Companies, the First Resulting Company and the Second Resulting Company by their respective Board are authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme, whether by reason of any directive or Orders of any other authorities or otherwise howsoever, arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

42. CONDITIONALITY OF THE SCHEME

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

42.1 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.

42.2 The Scheme being approved by the requisite majority in number and value of such classes of persons including the respective members and/or creditors of the Transferor Company, the Transferee Company, the Demerged Companies, the First Resulting Company and the Second Resulting Company as may be directed by the High Court and by way of postal ballot and e-voting in compliance with the guidelines issued by Securities and Exchange Board of India and in particular vide Circular CIR/CFD/DIL/5/2013 dated February 4, 2013 and Circular CIR/CFD/DIL/8/2013 dated May 21, 2013 or any modification to the same and that the Scheme shall be acted upon only if the votes cast by the public shareholders in favor of the proposal are more than the number of votes cast by the public shareholders against it. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957. ;

42.3 The sanction of the High Court under Sections 391 to 394 of the said Act in favour of the Transferor Company, the Transferee Company, the Demerged Companies, the First Resulting Company and the Second Resulting Company under the said provisions and to the necessary Order under Section 394 of the said Act being obtained;

42.4 Certified or authenticated copy of the Order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai by the Transferor Company, the Transferee Company, the Demerged Companies, the First Resulting Company and the Second Resulting Company as may be applicable; and

42.5 The Scheme being approved by the Ministry of Information and Broadcasting or such other ministry as is essential for carrying on the Broadcasting Business;

43 SEVERABILITY

43.1 Each Section of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. Each part in each Section is independent of each Section and is severable. The Scheme shall be effective upon sanction of the High Court of Judicature at Bombay. However, failure of any one part of one Section for lack of necessary approval from the shareholders / creditors / statutory regulatory authorities or for any other reason that the Board of Directors may deem fit than this shall not result in the whole Scheme failing. It shall be open to the



concerned Board of Directors to consent to sever such part(s) of the Scheme and implement the rest of the Scheme with such modification.

44 *EFFECT OF NON-RECEIPT OF APPROVALS*

44.1 In the event of any of the said sanctions and approvals referred to in the preceeding clause not being obtained and/ or the Scheme not being sanctioned by the High Court or such other competent authority and / or the Order not being passed as aforesaid before August 31, 2016 or within such further period or periods as may be agreed upon between the Transferor Company, the Transferee Company, the Demerged Companies, the First Resulting Company and the Second Resulting Company by their respective Board of Directors (and which the Board of Directors of the Companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

45 *COSTS, CHARGES & EXPENSES*

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company, the Transferee Company, the Demerged Companies, the First Resulting Company and the Second Resulting Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the respective companies.



SCHEDULE I

TERMS AND CONDITIONS FOR ISSUE OF PREFERNCE SHARES

Dividend Rate	0.01%
Accumulation of Dividend	Non-cumulative
Convertibility	Non-convertible
Payment of dividend	The Preference Shares will qualify for preferential payment of dividend at the rate set out above from the date of allotment upto the date of redemption
Tenure	To be redeemable any time after the 7th Anniversary
Listing	The Preference Shares will not be listed on any Stock Exchanges unless required by any extant regulations
Redemption Terms	Redemption of Preference Shares would be done at par
Redemption option	The redemption would be at the discretion of the Board of Directors of the Company any time after the 7th Anniversary at par but not later than 10th Anniversary

