



HT Media Limited

Regd. Office: Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi 110 001

Phone: +91 11 6656 1608, Fax: +91 11 6656 1445

CIN: L22121DL2002PLC117874

Email:investor@hindustantimes.com, Website: www.htmedia.in

Postal Ballot Notice (Pursuant to Section 110 of the Companies Act, 2013)

Dear Public Shareholders,

Notice is hereby given that pursuant to circular no. CIR/CFD/DIL/5/2013 dated February 04, 2013 read with circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013 issued by the Securities and Exchange Board of India ("**SEBI Circular**") read with the provisions of Section 110 of the Companies Act, 2013 ("**2013 Act**") and Rule 22 of the Companies (Management and Administration) Rules, 2014 ("**Management and Administration Rules**"), the resolution appended below is proposed to be passed as an ordinary resolution by public shareholders through postal ballot in connection with the scheme of arrangement, u/s 391 to 394 of the Companies Act, 1956 ("**1956 Act**") and the other applicable provisions of the 1956 Act or the 2013 Act, if any, between the Company and HT Digital Streams Limited ("**HT Digital**") and their respective shareholders and creditors, for the transfer and vesting of the multi-media content management undertaking ("**MMCM Undertaking**") of the Company to and in HT Digital as a "going concern" on a slump exchange basis ("**Scheme**") in accordance with the terms as mentioned in the Scheme, the draft of which is annexed herewith this notice.

To consider and if thought fit, to give assent/dissent to the following draft Ordinary Resolution:

APPROVAL OF THE SCHEME OF ARRANGEMENT BETWEEN THE COMPANY AND HT DIGITAL STREAMS LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

"**RESOLVED THAT** pursuant to circular no. CIR/CFD/DIL/5/2013 dated February 04, 2013 read with circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013 issued by the Securities and Exchange Board of India, the No Objection Letter/Observation Letter dated January 28, 2016 and January 29, 2016 issued by National Stock Exchange of India Limited and BSE Limited, respectively, applicable provisions of the Companies Act, 1956 including Section 391-394 of the Companies Act, 1956, applicable provisions of Companies Act, 2013 and other applicable enactments, rules, regulations and guidelines, and subject to the sanction by the Hon'ble High Court of Delhi at New Delhi and High Court of Judicature at Patna ("**Courts**"), the scheme of arrangement between the Company and HT Digital Streams Limited ("**HT Digital**") and their respective shareholders and creditors for the transfer and vesting of the multi-media content management undertaking ("**MMCM Undertaking**") of the Company to and in HT Digital as a "going concern" on a slump exchange basis ("**Scheme**"), a copy of which is enclosed with the Postal Ballot Notice, be and is hereby approved and agreed to, with or without modifications and/or conditions, if any, which may be required and/or imposed by the Courts while sanctioning the Scheme, or by any other authorities under applicable law, on terms and conditions and other details mentioned in the said Scheme.

RESOLVED FURTHER THAT the Board of Directors of the Company be and are hereby authorized to do all such acts, deeds, matters and things as are considered requisite or necessary including delegating all or any of the powers herein conferred to any Committee of Directors, any one Director or Company Secretary of the Company to give effect to this resolution"

**By Order of the Board
For HT Media Limited**

Dinesh Mittal

Group General Counsel & Company Secretary

Place : New Delhi

Dated : February 29, 2016

Enclosed:

1. Explanatory Statement
2. Fairness Opinion
3. Complaints Report
4. Observation Letter from NSE & BSE
5. Draft Scheme of Arrangement
6. Physical Postal Ballot Form along with Business Reply Envelope

Notes:

1. The Explanatory Statement pursuant to Section 393 of 1956 Act read with Section 102 of 2013 Act and Rule 22 of the Companies (Management and Administration) Rules 2014, setting out the material facts and reasons for the proposed ordinary resolution is annexed hereto.
2. In terms of the requirement of the SEBI Circular, the Scheme shall be approved by public shareholders through voting by postal ballot / remote e-voting.
3. Approval of the public shareholders through postal ballot / remote e-voting is sought in addition to the approval of the said Scheme by shareholders of the Company at the court convened meeting to be held as per the directions of the Hon'ble High Court of Delhi at New Delhi.
4. The Notice is being sent to all the public shareholders (as defined under Rule 2 of the Securities Contracts (Regulation) Rules, 1957), whose names appear in the Register of Members/List of Beneficial Owners as received from National Securities Depository Limited ("NSDL")/Central Depository Services (India) Limited ("CDSL") as on February 26, 2016 in accordance with the provisions of the SEBI Circular and voting rights shall be reckoned on the paid-up value of the shares registered in the name of the public shareholders as on the said date.
5. Any person who is not a public shareholder as on February 26, 2016 shall treat this notice for information purpose only and shall not have any right to cast vote.
6. The Notice is also placed on the Company's website, www.htmedia.in
7. The Board of Directors of the Company has appointed Shri Arun Kumar Soni, Company Secretary-in-Practice (CP No. 1726) as scrutinizer for conducting the postal ballot and remote e-voting process in a fair and transparent manner and to receive and scrutinize the completed Physical Postal Ballot Forms from the public shareholders. The Physical Postal Ballot Form together with the self-addressed Business Reply Envelope are enclosed for use of public shareholders.
8. As required under Rule 20 & Rule 22 of the Management and Administration Rules, advertisements will be published in "Hindustan Times" newspaper in English language and "Hindustan" newspaper in Hindi language circulating in the National Capital Region of Delhi specifying the relevant matters therein.
9. The ordinary resolution mentioned herein shall be declared as passed if the number of votes cast in its favor exceeds the votes, if any, against the said Resolution by the public shareholders.
10. The scrutinizer will submit the report to Chairperson and Editorial Director or in her absence to the Joint Managing Director of the Company after completion of the scrutiny of the Postal Ballot Form.
11. The results of the postal ballot and remote e-voting will be announced by Joint Managing Director or Shri Dinesh Mittal, Group General Counsel and Company Secretary of the Company at 5.00 PM, on Tuesday, April 5, 2016 at the registered office of the Company at Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi -110001. The result shall also be announced to the Stock Exchanges where the shares of the Company are listed and will also be displayed on the Company's website: www.htmedia.in and on Karvy's website: <https://evoting.karvy.com>. The last date specified by the Company for receipt of duly completed physical postal ballot forms and remote e-voting will be taken to be the date of passing the resolution.
12. Pursuant to Regulation 44 of SEBI Regulations and provisions of Section 110 of 2013 Act and the SEBI Circular, the Company is pleased to offer remote e-voting facility to the public shareholders, as an alternate to voting by dispatching the Physical Postal Ballot Form to the Company, to enable them to cast their votes electronically. Remote e-voting is optional for the public shareholders. For remote e-voting, please read carefully "the instructions for voting" enumerated in para 14 below.
13. Public shareholders who have registered their e-mail ids for receipt of documents in electronic mode under the Green Initiative of Ministry of Corporate Affair ("MCA") have been sent Postal Ballot Notice by e-mail and who wish to vote through Physical Postal Ballot Form can obtain the same from Registrar and Share Transfer Agent (R & T Agent), M/s. Karvy Computershare Private Limited, Karvy Selenium Tower B, Plot No. 31 & 32, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad-500032, India or mail to suresh.d@karvy.com or from the Company at its Registered Office or mail to investor@hindustantimes.com and fill in the details and send the same to the Scrutinizer by Post at the address given above.

14. The instructions for voting are as under:-**i) Voting through physical Postal Ballot Form:**

A member desiring to exercise vote by postal ballot shall complete the enclosed Physical Postal Ballot Form with assent (for) or dissent (against) and send it to the scrutinizer in the enclosed self-addressed Business Reply Envelope. Postage will be borne and paid by the Company. However, envelopes containing Postal Ballots, if sent by courier or by registered post at the expense of the shareholder will also be accepted. The envelopes may also be deposited personally at the address given thereon. The Physical Postal Ballot Form, duly completed and signed should be returned in the enclosed self-addressed postage prepaid Business Reply Envelope so as to reach the scrutinizer on or before 5.00 p.m. on Sunday, April 3, 2016. Any Physical Postal Ballot Form received after 5.00 p.m. on Sunday, April 3, 2016 shall be treated as if the reply from the shareholder has not been

received. The Company shall not be responsible for the loss or delay attributable to the Postal Department or for reasons beyond the control of the Company or the Postal Department. The public shareholders are requested to carefully read the instructions printed overleaf the Physical Postal Ballot Form before exercising their votes.

ii) Remote E-Voting Facility:

In pursuance of the SEBI Circular, Regulation 44 of the SEBI Regulations and 2013 Act, the Company is pleased to offer remote e-voting facility as an alternative, for its public shareholders to enable them to cast their vote electronically instead of dispatching postal ballot form. The instructions for members for voting electronically are as under:

Instructions relating to Remote e-voting are as under:

- a) Open your web browser during the voting period and navigate to <https://evoting.karvy.com>.
- b) Enter the login credentials (i.e. user-id & password) mentioned on the Postal Ballot Form. Your folio/DP Client ID will be your User-ID.

User-ID	For members holding shares in Demat Form:- a) For NSDL:- 8 character DP ID followed by 8 digits Client ID b) For CDSL:- 16 digits beneficiary ID For members holding shares in Physical Form:- • EVEN (E-voting Event Number) followed by Folio Number registered with the Company
Password	Your Unique password is printed on the Postal Ballot form/ via email forwarded through the electronic notice.
Captcha	Enter the Verification code i.e. enter the alphabets and the numbers in the exact way as they are displayed for security reasons.

- c) Members can cast their vote online from 9.00 a.m. (Server time) on Saturday, March 5, 2016 till 5.00 p.m. (Server time) on Sunday, April 3, 2016. The remote e-voting module shall be disabled for voting by Karvy thereafter.
- d) After entering these details appropriately, click on "LOGIN".
- e) Members holding shares in Demat/Physical form will now reach Password Change menu wherein they are required to mandatorily change their login password in the new password field. Change the password with new password of your choice with minimum 8 characters consisting of at least one upper case (A-Z), one lower case (a-z), one numeric value (0-9) and a special character. Kindly note that this password can be used by the Demat holders for voting for Resolution(s) of any other Company on which they are eligible to vote, provided that Company opts for e-voting through M/s Karvy Computershare Private Limited e-voting platform. System will prompt you to change your password and update any contact details like mobile, email id etc. on 1st login. Note the new password. You may also enter a secret question and answer of your choice to retrieve password in case you forget it. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
 - i. You need to login again with the new credentials
 - ii. Select "EVENT" i.e HT Media Limited.
 - iii. Now you are ready for e-voting as Cast Vote page opens.
 - iv. Cast your vote by selecting appropriate option and click on "Submit" and also "Confirm" when prompted.
 - v. Upon confirmation, the message "Vote cast successfully" will be displayed.
 - vi. Once you have voted on the resolution, you will not be allowed to modify your vote.
- f) On the voting page, you will see Resolution Description and against the same the option 'FOR/AGAINST/ABSTAIN' for voting. Enter the number of shares (which represents number of votes) under 'FOR/AGAINST/ABSTAIN'.
- g) Institutional members (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Power of Attorney/ Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer through e-mail address investor@hindustantimes.com with a copy to evoting@karvy.com. They may also upload the same in the e-voting module in their login. The scanned image of the above mentioned documents should be in the naming format "Corporate Name_EVENT NO".
- h) Please contact toll free No. 1800-34-54-001 for any further clarifications.

15. In case of any query pertaining to remote e-voting, please visit Help & FAQ's section available on Karvy's website <https://evoting.karvy.com> or contact as per the following details:-

E-Voting agency Shri Suresh D. Babu M/s Karvy Computershare Private Limited Karvy Selenium Tower B, Plot No. 31 & 32 Financial District, Nanakramguda, Serilingampally, Mandal, Hyderabad-500 032, E-mail : suresh.d@karvy.com Toll free No.: 1800-34-54-001	Compliance Officer Shri Dinesh Mittal Group General Counsel & Company Secretary Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi-110001 Email : investor@hindustantimes.com Tel : +91 11 6656 1608 Fax: +91 1166561445
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EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956
READ WITH SECTION 102 AND 110 OF THE COMPANIES, ACT 2013

HT MEDIA LIMITED [CIN No. L22121DL2002PLC117874], a Company incorporated under the provisions of the Companies Act, 1956 (" 1956 Act ") and having its Registered Office at 18-20, Kasturba Gandhi Marg, New Delhi – 110 001.	APPLICANT/ TRANSFEROR COMPANY
HT DIGITAL STREAMS LIMITED [CIN NO. U74900BR2015PLC025243], a Company incorporated under the provisions of the Companies Act, 2013 (" 2013 Act ") and having its Registered Office at 101, Jagat Trade Centre, Fraser Road, Patna – 800-001	TRANSFEEE COMPANY

1. HT Media Limited, Applicant/ Transferor Company was incorporated under the 1956 Act, on December 3, 2002 vide certificate of Incorporation issued by the Registrar of Companies, N.C.T. of Delhi and Haryana. The Registered Office of the Transferor Company is situated at 18-20, Kasturba Gandhi Marg, New Delhi – 110 001.
2. The main objects of the Applicant/ Transferor Company are as follows:
 - "1. To print, publish and conduct for sale one or more newspapers and other periodicals including magazines, books, pamphlets or any other publication in English, Hindi or any other language, anywhere in India, either daily or otherwise.
 2. To manufacture, produce, exhibit, distribute, buy and sell, assign, licence, telecast, broadcast news and current affairs, television films, commercial films, video films, video magazines and to engage in other similar activities related thereto.
 3. To engage in the business of dissemination of news, knowledge and information of general interest, across the globe, through web-page design, creation, hosting and any business relating to the Internet or e-mail, networking and communication environments.
 4. To engage in the business of radio broadcast and all other allied activities including producing, buying, selling and distribution of radio programs.
 5. To carry on in India and elsewhere the business to produce, promote, manage, project, procure or acquire rights, participate, manufacture, process, prepare, alter, develop, expose, edit, exhibit, broadcast, transmit, make, remake, display, print, reprint, convert, duplicate, finish, buy, sell, run, import, export and deal in any manner, act as broker, agent, distributor, proprietor, organizers, promoters, sponsors, copyright owners, audio & video right owners, media partners and media advisors of all kinds of live and recorded sports, entertainment events, news & current affair events, summits, pageants, concerts, shows, exhibitions, premiers in all languages in India or elsewhere.
 6. To carry on business as advertising agent, to purchase and sell advertising time or space on any media like, newspaper, magazine, pamphlet, publications, television, radio, mobile, internet, satellite in India or abroad or any other kind of media currently in vogue or which may be in vogue at any time, and to act as agent or representative for any persons(s) or entities for soliciting/booking advertisements and/or any other promotional, commercial and other programmes on any form of media or medium including collection of charges and remittances thereof to principals and any other activities related to or necessary in the context of the said business."

3. The share capital structure of the Applicant/ Transferor Company as on March 31, 2015 is as follows:

Share Capital	Amount (in Indian Rupees)
Authorized Capital	
36,25,00,000 equity shares of Rs. 2/- each	72,50,00,000/-
Total	72,50,00,000/-
Issued, Subscribed and Fully Paid-up	
23,27,48,314 equity shares of Rs. 2 /- each	46,54,96,628/-
Total	46,54,96,628/-

There been no change in the share capital structure of the Applicant/ Transferor Company since March 31, 2015.

4. The equity shares of the Applicant/ Transferor Company are listed on the National Stock Exchange of India Limited (NSE) and BSE Limited (BSE).

5. HT Digital Streams Limited, Transferee Company was incorporated under the provisions of the 2013 Act vide certificate of incorporation dated November 2, 2015 issued by the Registrar of Companies, Bihar and Jharkhand, The registered office of the Transferee Company is situated at 101, Jagat Trade Centre, Fraser Road, Patna – 800001.

6. The main objects of the Transferee Company are as follows:

- “1. To engage, deal, carry out any activity or business in the digital media space and electronic media for dissemination of news, knowledge, information, entertainment and content of general interest, in English, Hindi or any other language, across the globe through networking, telecom, web-page design, creation, hosting, radio, television and/or any other mode of communication whether currently in vogue or which may be in vogue in the future.
2. To carry on in India and elsewhere, the business to produce, promote, manage, project, procure or acquire rights, participate, manufacture, process, prepare, alter, develop, edit, exhibit, broadcast, transmit, make, remake, display, print, reprint, convert, duplicate, finish, buy, sell, run, import, export and deal in any manner, act as broker, agent, distributor, proprietor, organizers, promoter, sponsors, copyright owners, audio & video right owner, media partners and media advisors of all kinds of live and recorded sports, entertainment events, news & current affairs events, summits, pageants, concerts, shows, exhibitions, premiers in all languages in India or elsewhere in the digital media and electronic media space.
3. To carry on business as advertising agent, to purchase and sell advertising time or space on any media or otherwise in India or abroad or any other kind of media currently in vogue or which may be in vogue at any time, and to act as an agent and representative for any persons(s) or entities for soliciting/booking advertisements and/or any other promotional, commercial and other contents/ programmes on any form of media or medium including collection of charges and remittances thereof to principals and any other activities related to or necessary in the context of the said business.
4. To carry on any business relating to Internet or e-mail, networking and communication environments, including but not limited to search engines, jobs, education, property, automobile, classifieds, matrimonial, travel, sale/purchase or merchandize and/or providing services etc. through internet/on-line medium and/or to provide various web-based services, including but not limited to gaming, blogging, audio/video streaming etc. by designing, creating, hosting, servicing etc. appropriate web-sites, merchandizing the web-sites or any other internet based media, to be the licensee of different web-sites, to manage, operate and maintain web-sites of different types (content, technical or otherwise) web related products or internet related activities and to execute e-commerce, e-logic, e-solutions, business of internet service, electronic mail service, facsimile service, content marketing efficiency model, content and event aggregation for online medium and/or mobile applications, providing or engaging in business of m-commerce solutions, providing content for value added services in mobile telephones and/or other communication systems and to carry on any internet, web-based or any other prevalent or future technology based business.
5. To carry on the business and act as advisors, consultants, guides, executants, agents, liaison representatives or in any other manner, for marketing promotion and business-to-business solutions of any product, person, organization, trust, body corporate, advertisement and public relations agency, government and non-governmental organization and department through all communications mediums including but not limited to newspaper, magazine, pamphlet, publications, television, events, conferences, radio, mobile, internet, satellite in India or abroad or any other kind of media currently in vogue or which may be in vogue at any time in the digital media and electronic media space.”

7. The share capital structure of the Transferee Company as on November 19, 2015 is as follows:

Share Capital	Amount (in Indian Rupees)
Authorized Capital	
50,000 equity shares of Rs.10/- each	5,00,000/-
Total	5,00,000/-
Issued, Subscribed and Fully Paid-up	
50,000 equity shares of Rs.10/- each	5,00,000/-
Total	5,00,000/-

There has been no change in the share capital structure of the Transfree Company, Subsequent to November 19,2015.

8. BACKGROUND AND RATIONALE TO THE SCHEME

- (i) The Applicant/ Transferor Company is inter alia engaged in the business of printing and publication of "Hindustan Times" and business daily "Mint"; development management and sale of multimedia content; FM radio transmission under "Fever 104" brand; holding, conducting, organizing and managing various events; running, maintenance and management of news portals "hindustantimes.com", "livemint.com" and running, maintenance and management of job portal "shine.com".
- (ii) It is proposed under the Scheme to transfer the Multimedia Content Management Undertaking (as defined in clause 2.13 of the Scheme) of the Applicant/ Transferor Company into the Transferee Company in compliance with the provisions of Sections 391-394 of the 1956 Act and other relevant provisions of the 1956 Act.
- (iii) The said transfer of the Multimedia Content Management Undertaking from the Applicant/ Transferor Company and into the Transferee Company will facilitate creation of a separate entity to take advantage of future emerging opportunities in the digital media segment and would cater to independent growth plans of the Multimedia Content Management Undertaking. It would further enhance the future fund raising capabilities of the Multimedia Content Management Undertaking.
- (iv) The Transferee Company is authorized to be engaged in the business of dissemination of news, knowledge, information, entertainment and content of general interest, in English, Hindi or in any other language, globally through various digital and electronic media and management of advertising time and space on any media. Accordingly, the Transferee Company is in a position to absorb the Multimedia Content Management Undertaking of the Applicant/ Transferor Company and to run the same with greater efficiency and higher returns.
- (v) In view of the above, the Applicant/ Transferor Company intends to transfer the Multimedia Content Management Undertaking to the Transferee Company by means of the present Scheme of Arrangement under Sections 391 – 394 of the 1956 Act and other relevant provisions of the 1956 Act.
- (vi) The transfer and vesting of the Multimedia Content Management Undertaking into the Transferee Company, with effect from the Appointed Date, shall be in the interest of the shareholders, creditors and all other stakeholders of both the Companies, and shall not, in any manner, be prejudicial to the interests of concerned shareholders and creditors or the general public at large.

9. SALIENT FEATURES OF THE SCHEME

The salient features of the Scheme are as follows (In this paragraph, the Applicant/ Transferor Company and Transferee Company are referred to as the Transferor Company and Transferee Company respectively):

- A. The Appointed Date under the Scheme is closing hours of March 31, 2016 or such other date as may be approved by the Court.
- B. Multimedia Content Management Undertaking of the Transferor Company means the Transferor Company's business, activities and operations pertaining to multimedia content management undertaking, and comprising of all the assets and liabilities, as described hereunder, as on the Appointed Date relating thereto:
 - i. the digital news portal HindustanTimes.com which is the flagship website covering digital news pertaining to various segments like current affairs, sports, entertainment, etc. This is available on web, digital web as well as on iOS and android apps for both mobile phones and tablets. There are also dedicated microsities from time to time for significant events such as World Cup T20, elections etc.;
 - ii. livemint.com, a business content site which houses sections such as companies, industry, politics/ policies, money/ markets, as well as sections on lifestyle, etc. From time to time, there are microsities which focus on specific initiatives such as "Made in India", the Rich professional, the Greek Crisis, etc. The content is available on website, as well as on mobile web, web-app and native android and iOS apps;
 - iii. syndication business which aggregates and disseminates news, analysis and other content from nearly 200+ high ranking publications to users of such content across the world. Apart from syndicating Hindustan Times and Mint, the syndication business offers content generated by several other prominent websites, newspapers and newswires spanning domains ranging from business, health, government news, travel, and politics, social to environment news. The syndicated content

- is then suitably categorized, customized and packaged and transferred to data ports in the United States and India, which are the primary customers;
- iv. all assets (movable or immovable), title, properties, interests, investments, loans, deposits, receivables, advances and rights, including rights arising under contracts, wherever located (including in the possession of vendors, third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, exclusively used or held, by the Transferor Company in, or otherwise identified for use in, the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively, "**Assets**");
 - v. all debts, liabilities, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or un-asserted, matured or un-matured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), pertaining to the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively, "**Liabilities**");
 - vi. all existing and future contracts, agreements, request for proposal, bids, responses to invitation for expression of interest, leases, leave and licenses, memoranda of undertakings, memoranda of agreements, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders or other instruments of whatsoever nature to which the Transferor Company is either a party or it may enter, exclusively relating to the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively "**Contracts**");
 - vii. all registrations, trademarks, trade names, service marks, copyrights, patents, designs, domain names, applications for trademarks, trade names, service marks, copyrights, designs and domain names exclusively used by or held for use by the Transferor Company in the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively "**Intellectual Property**");
 - viii. all permits, licenses, consents, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights and any waiver of the foregoing issued by any legislative, executive or judicial unit of any Government or semi-Governmental entity or any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority exclusively used or held for use by the Transferor Company in the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively "**Licences**");
 - ix. all such permanent employees of the Transferor Company and employees/personnel engaged on contract basis, as are primarily engaged in or in relation to the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking, at its respective offices or otherwise, and any other employees/personnel hired by the Transferor Company after the date hereof who are primarily engaged in or in relation to the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively "**Employees**").
- C. The Scheme proposes that upon the Scheme becoming effective and with effect from the Appointed Date, the Multimedia Content Management Undertaking of the Transferor Company shall stand transferred to and vest in the Transferee Company.
- D. The Scheme further provides that upon the Scheme becoming effective and with effect from the Appointed Date:-
- (i) All assets and properties of the Transferor Company's Multimedia Content Management Undertaking shall stand transferred to and be vested in the Transferee Company;
 - (ii) All statutory licenses, permissions, approvals, consents, sanctions etc. in connection with or relating to the Transferor Company's Multimedia Content Management Undertaking, enjoyed or conferred upon or held or availed of by the Transferor Company shall stand transferred to and vested in the Transferee Company.
 - (iii) All contracts, agreements, arrangements etc. entered into by the Transferor Company and employees / personnel engaged on contract basis in relation to the Multimedia Content Management Undertaking and all rights, privileges thereunder, shall stand transferred to the Transferee Company.
 - (iv) All debts, liabilities etc. of the Transferor Company in relation to the Multimedia Content Management Undertaking shall stand transferred to and be deemed to be the debts and liabilities of the Transferee Company.
- E. It is provided for in the Scheme that all permanent employees of the Transferor Company in relation to the Multimedia Content Management Undertaking as on the Effective Date shall become the employees of the Transferee Company.
- F. All proceedings of whatsoever nature by or against the Transferor Company in relation to the Multimedia Content Management Undertaking shall be continued and/or enforced by or against the Transferee Company.
- G. The Scheme further provides that upon the Scheme becoming effective and in exchange of the transfer of the Multimedia Content Management Undertaking and vesting thereof in the Transferee Company, the Transferee Company shall issue 1,14,12,104 equity shares of Rs.10/- each to the Transferor Company.

- H. The Scheme further provides that upon the Scheme becoming effective and upon the transfer of the Multimedia Content Management Undertaking from the Transferor Company to the Transferee Company, the Authorized Share capital of the Transferee Company shall stand increased from Rs.5,00,000/- (Rupees Five Lacs Only) to Rs.25,00,00,000/-. (Rupees Twenty Five Crores Only)

The aforesaid are only the salient features of the Scheme. You are requested to read the entire text of the Scheme to get fully acquainted with the provisions thereof.

10. The rights and interests of the members and the creditors of the Applicant/ Transferor Company will not be prejudicially affected by the Scheme.
11. No investigation proceedings have been instituted or are pending in relation to the Applicant/ Transferor Company under Sections 235 and 250A of the 1956 Act or such other equivalent provisions of the 2013 Act, as applicable.
12. There are no petitions pending for winding up of the Applicant/ Transferor Company.
13. The directors of the Applicant/ Transferor Company and the Transferee Company may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding in the said Companies, or to the extent the said directors are common directors in the Companies.
14. The details of the present directors and Key Managerial Personnel of the Applicant/ Transferor Company and their shareholding in each of the Applicant/ Transferor Company (“A”) and the Transferee Company (“B”) either singly or jointly as on December 31, 2015 are as follows:

S. No.	Name of Director	Age (in years)	Position	Equity Shares	
				A	B
1	Smt. Shobhana Bhartia	59	Chairperson & Editorial Director	20@	Nil
2	Shri K.N. Memani	76	Director	Nil	Nil
3	Shri N.K. Singh	75	Director	Nil	Nil
4	Shri Ajay Relan	62	Director	Nil	Nil
5	Shri Vikram Singh Mehta	63	Director	Nil	Nil
6	Shri Priyavrat Bhartia	39	Director	1	Nil
7	Shri Shamit Bhartia	36	Joint Managing Director	1	Nil
8	Shri Rajiv Verma	57	Whole-time Director designated as CEO	1	1*
9	Shri Piyush Gupta	46	Group Chief Financial Officer	Nil	1*
10	Shri Dinesh Mittal	53	Group General Counsel & Company Secretary	1	1*

@ 19 Shares held as nominee of Go4i.com (Mauritius) Limited

* Shares held as nominee of HT Media Limited.

15. The details of the present directors of the Transferee Company and their shareholding in each of the Applicant/ Transferor Company (“A”) and Transferee Company (“B”) either singly or jointly as on December 31, 2015 are as follows:

S. No.	Name of Director	Age (in years)	Position	Equity Shares	
				A	B
1.	Shri Rajiv Verma	57	Director	1	1*
2.	Shri Dinesh Mittal	53	Director	1	1*
3.	Shri Sharad Saxena	55	Director	266	1*

*Shares held as nominee of HT Media Limited

16. The shareholding pattern of the Applicant/Transferor Company as on December 31, 2015 is as set out below:

S. No.	Category of Shareholder	Total number of Equity Shares of Rs.2/- each	As a percentage of (A+B+C)
A	Promoter and Promoter Group		
1	Indian		
A	Individuals/ Hindu Undivided Family	22	0.00
B	Central Government/ State Government(s)	0	0.00
C	Financial Institutions/ Banks	0	0.00
D	Any Other	16,17,54,490	69.50%
	Subtotal (A)(1)	16,17,54,512	69.50%
2	Foreign		
A	Individuals (NRIs/ Foreign Individuals)	0	0.00
B	Government	0	0.00
C	Institutions	0	0.00
D	Foreign Portfolio Investor	0	0.00
E	Any Other	22,581	0.01
	Subtotal (A)(2)	22,581	0.01
	Total (A)	16,17,77,093	69.51%
B	Public Shareholding		
1	Institutions	5,00,31,663	21.50%
2	Central Government/ State Government(s)/ President of India	0	0.00
3	Non-institutions	1,87,11,268	8.04%
	Total (B)	6,87,42,931	29.54%
C	Non Promoter-Non Public Shareholding		
1	Smt. Namrata Bhartia (As a trustee of HT Media Employee Welfare Trust)	22,28,290	0.96%
	Total (C)	22,28,290	0.96%
	Grand Total (A+B+C)	23,27,48,314	100%

17. In terms of the Scheme, upon the Scheme becoming effective, there will be no change in the shareholding pattern of the Applicant/ Transferor Company (save and except routine transfer of shares in physical/demat form).

18. The shareholders of the Transferee Company as on 31 December, 2015 is as set out below.

Name of Equity Shareholder	No. of Equity Shares of Rs. 10/- each	% of Shareholding
HT Media Limited	49,994	99.988
Shri Rajiv Verma	1*	0.002
Shri Piyush Gupta	1*	0.002
Shri Sharad Saxena	1*	0.002
Shri Dinesh Mittal	1*	0.002
Shri Tridib Kumar Barat	1*	0.002
Shri Sachin Sharma	1*	0.002
TOTAL	50,000	100.00

*As a nominee of HT Media Limited

19. The expected (shareholders) of the Applicant/ Transferee Company, upon the Scheme becoming effective are as set out below:-

S. No.	Name of the Shareholder	No. of Shares (@ Rs. 10/- each)	% of Shareholding
1	HT Media Limited	1,14,62,098	57.17
2	Shri Rajiv Verma	1*	0.0
3	Shri Piyush Gupta	1*	0.0
4	Shri Sharad Saxena	1*	0.0
5	Shri Dinesh Mittal	1*	0.0
6	Shri Tridib Kumar Barat	1*	0.0
7	Shri Sachin Sharma	1*	0.0
8	Hindustan Media Ventures Limited	85,87,896#	42.83
	TOTAL	2,00,50,000	100.00

* As a nominee of HT Media Limited

Post issue shareholding pattern includes 85,87,896 Equity Shares of Rs. 10/- each to be issued to Hindustan Media Ventures Limited in accordance with the separate scheme of arrangement under sections 391 to 394 of the Companies Act, 1956 between Hindustan Media Ventures Limited (Transferor Company) and HT Digital Streams Limited (Transferee Company) and their respective Shareholders and their respective Creditors.

20. The following documents will be open for inspection at the registered office of the Applicant/ Transferor Company between 10:00 a.m. and 1:00 p.m. on all working days (Monday to Friday) till April 1, 2016.

- Copy of the Company Application (M) No. 25 of 2016;
- Copy of the Memorandum and Articles of Association of the Applicant/ Transferor Company and Transferee Company;
- Copy of the audited Accounts of the Applicant/ Transferor Company as on March 31, 2015;
- Copy of the Provisional Un-audited Accounts of the Transferee Company as on December 31, 2015;
- The Scheme of Arrangement;
- Copy of the extracts of the Board Resolution dated November 19, 2015 of the Applicant/ Transferor Company and Transferee Company approving the Scheme;
- Copy of the Fair Valuation Report dated November 06, 2015 issued by S.R. Dinodia & Co., LLP;
- Copy of the Fairness Opinion dated November 07, 2015 issued by D & A Financial Services (P) Limited;
- Copy of the communication dated January 28, 2016 and January 29, 2016 of the NSE and BSE;
- Copy of the Complaints Reports submitted to the NSE and BSE on December 23, 2015;

**By Order of the Board
For HT Media Limited**



**Dinesh Mittal
Group General Counsel & Company Secretary**

Place : New Delhi
Dated : February 29, 2016



D & A FINANCIAL SERVICES (P) LIMITED
Merchant Banking & Corporate Advisory Services

To,
Board of Directors
HT Media Limited
18/20, HT House
Kasturba Gandhi Marg
New Delhi-110001

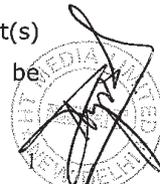
Subject: Fairness Opinion on for the purpose of the Proposed Scheme of Arrangement between HT Media Limited and HT Digital Streams Limited and their respective shareholders and creditors.

Dear Sir/s,

In connection with the proposed Scheme of Arrangement under which one of Undertaking "Multimedia Content Management Undertaking" ("MMCM") of HT Media Limited ('HTML' or the 'Company' or 'Transferor Company') is to be transferred and vested with HT Digital Streams Limited ('Transferee Company') by way of slump sale under the provisions of Sections 391 to 394 read with sections 100 to 103 of the Companies Act 1956 and section 52 of the Companies Act 2013 and other applicable provisions of the Companies Act, 1956 and Companies Act, 2013, as and when notified and made applicable (the '**Scheme**' or the '**Scheme of Arrangement**').

We, M/s D & A Financial Services (P) Ltd, SEBI registered Merchant Banker, having license no. INM000011484, have been engaged by you to give our fairness opinion on valuation of Multimedia Content Management Undertaking made by M/s S.R. Dinodia & Co. LLP, Chartered Accountants, vide their report dated November 06, 2015.

The Scheme shall be subject to (i) Receipt of approval from the High Court(s) of respective Judicature and (ii) other statutory approval(s) as may be required in this regard.



H.O. & Regd. Office: 13, Community Centre, 2nd Floor, East of Kailash, New Delhi-110065, Phone: +91 11 26472557, 26419079
Fax: +91 11 26219491, E-mail: dafspl@gmail.com, investors@dnafinserv.com contact@dnafinserv.com, Website: www.dnafinserv.com

• Mumbai • Ahmedabad CIN : U74899DL1981PTC012709



1. Scope and Purpose of the Opinion

The Company has appointed M/s S.R. Dinodia & Co. LLP, Chartered Accountants ("Valuer"), to value "Multimedia Content Management Undertaking" of HT Media Limited.

The management of HTML has engaged M/s D & A Financial Services (P) Ltd to submit an opinion to the Board of Directors on the fairness of the Valuation of "MMCM" Undertaking as calculated by the valuer. The scope of this Fairness Opinion includes commenting on the fairness of the valuation of "MMCM" Undertaking as calculated by the valuer.

The Fairness Opinion is addressed to the Board of Directors of HTML. Further, this Fairness Opinion has been issued as per the requirements of SEBI circular no. CIR/CFD/DIL/5/2013 dated 4th February 2013 read with subsequent circular no CIR/CFD/DIL/8 /2013 dated 21st May 2013 ('SEBI Circulars').

The purpose of the opinion is to safeguard the interest of the shareholders and that of the companies involved in the Scheme and this opinion shall be made available to the shareholders of the relevant Companies at the time of their meeting to pass the necessary resolution for the scheme and to any other relevant authority.

Disclaimer: We have assumed and relied upon, without independent verification, the accuracy and completeness of all information that was publicly available or provided or otherwise made available to us by management of HTML for the purpose of this Opinion. We have not carried out any independent verification of the accuracy and completeness of all information as stated above. We have not reviewed any other documents of the Company other than those stated herein. We have not assumed any obligation to conduct, nor have we carried out any independent physical



inspection or title verification of the property, investments etc. interests of HTML and accept no responsibility therefore.

We have not reviewed any internal management information statements or any non-public reports and instead with your consent we have relied upon information that was publicly available or provided or otherwise made available to us by HTML for the purpose of this opinion. We are not experts in the evaluation of litigation or other actual or threatened claims.

2. Sources of Information

For arriving at the opinion set forth below, we have:

1. Perused the Draft Scheme
2. Valuation Report dated November 06, 2015 given by M/s S.R. Dinodia & Co. LLP, Chartered Accountant having its office at K-39, Connaught Circus, New Delhi-110001.

Approach followed for valuation

The fair value of "MMCM" Undertaking as mentioned in the valuation report has been arrived at by the consideration of several commonly used and accepted methods for determining the fair value of the equity shares of a company, to the extent relevant and applicable and the valuer consider following method, while arriving at fair exchange ratio:

1. Discounted Cash Flow Method,

3. Conclusion

We in the capacity of SEBI registered Merchant Banker do hereby certify that the valuation done by the valuer for determining the fair value of "MMCM" Undertaking of HT Media Limited, which comes to Rs 99 Crores , on the basis of the aforesaid methodologies is fair and reasonable.

Thanking You
For **D & A Financial Services (P) Ltd**

Priyaranjan
(Priyaranjan)



Vice President
Date: November 07, 2015
Place: New Delhi



HT MEDIA LIMITED
Regd. Office : Hindustan Times House
18-20, Kasturba Gandhi Marg
New Delhi - 110001
Tel.: 66561234 Fax : 66561270
www.hindustantimes.com
E-mail : corporatedept@hindustantimes.com
CIN : L22121DL2002PLC117874

Ref: HTML/CS/131/2015

23rd December, 2015

BSE Limited
Corporate Relationship Department
Phiroze Jeejeebhoy Towers,
Dalal Street
MUMBAI - 400 001

The Listing Department
National Stock Exchange of India Limited
Exchange Plaza, 5th Floor,
Plot No. C/1, G Block,
Bandra-Kurla Complex, Bandra (East)
MUMBAI - 400 051

Scrip Code: 532662
Company Code: HTMEDIA

Re: Filing of the 'Complaints Report' under Clause 24(f) of the Listing Agreement read with SEBI Circular No. CIR/CFD/CMD/16/2015 dated 30th November, 2015 (erstwhile SEBI Circular No. CIR/CFD/DIL/5/2013 dated 4th February, 2013)

Sub: Application under Clause 24(f) for the proposed Scheme of Arrangement between HT Media Limited (Transferor Company) and HT Digital Streams Limited (Transferee Company) and their respective Shareholders and their respective Creditors under Sections 391 to 394 of the Companies Act, 1956 ("Scheme")

Dear Sir,

With reference to the captioned subject and further to our application dated 27th November, 2015 filed under Clause 24(f) of the Listing Agreement, please find enclosed the "Complaints Report" in Annexure - A in terms of SEBI Circular No. CIR/CFD/CMD/16/2015 dated 30th November, 2015 (erstwhile SEBI Circular No. CIR/CFD/DIL/5/2013 dated 4th February, 2013)

Further, none of the Stock Exchange(s) have forwarded any complaints on the draft Scheme.

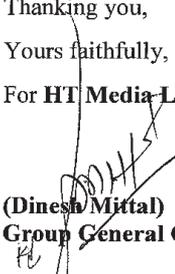
The Complaints Report will also be uploaded on the website of the Company i.e "www.htmedia.in" as per the requirement of the said circular

You are requested to kindly take the above on your records and kindly accord your approval to the Scheme at the earliest.

Thanking you,

Yours faithfully,

For **HT Media Limited**


(Dinesh Mittal)
Group General Counsel & Company Secretary



Encl: As above.



HT MEDIA LIMITED
Regd. Office : Hindustan Times House
18-20, Kasturba Gandhi Marg
New Delhi - 110001
Tel. : 66561234 Fax : 66561270
www.hindustantimes.com
E-mail : corporatedept@hindustantimes.com
CIN : L22121DL2002PLC117874

Annexure - A

Complaints Report

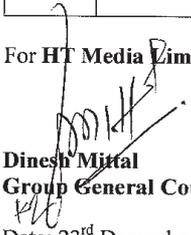
Part A

Sl. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock Exchange	Nil
3.	Total Number of complaints/comments received (1+2)	Nil
4.	Number of complaints resolved	Nil
5.	Number of complaints pending	Nil

Part B

Sl. No.	Name of complainant	Date of complaint	Status (Resolved/Pending)
1	NA	NA	NA

For HT Media Limited


Dinesh Mittal
Group General Counsel & Company Secretary



Date: 23rd December, 2015
Place: New Delhi

DCS/AMAL/MN/24(f)/284/2015-16
January 29, 2016

The Company Secretary
HT MEDIA LTD.
Hindustan Time House,
18-20 Kasturba Gandhi Marg,
New Delhi, Delhi , 110001.



Sub: Observation letter regarding the Draft Scheme of Arrangement involving HT Media Ltd and HT Digital Streams Limited.

We are in receipt of Draft Scheme of Arrangement involving HT Media Ltd and HT Digital Streams Limited.

As required under SEBI Circular No. CIR/CFD/DIL/5/2013 dated January 25, 2016 & SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013; SEBI vide its letter dated January 28, 2016 has inter alia given the following comment(s) on the draft scheme of arrangement:

- ***“Company shall duly comply with various provisions of the Circulars.”***
- ***“Company shall incorporate a clause on postal ballot /e-voting by the shareholders in the scheme”***

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To duly comply with various provisions of the circulars
- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble High Court.

Further, pursuant to the above SEBI circulars, upon sanction of the Scheme by the Hon'ble High Court, the listed company shall submit to the stock exchange the following:

- a. Copy of the High Court approved Scheme;
- b. Result of voting by shareholders for approving the Scheme;
- c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
- d. Copy of the observation letter issued by all the Stock Exchanges where Company is listed.
- e. Status of compliance with the Observation Letter/s of the stock exchanges;
- f. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
- g. Complaints Report as per Annexure II of this Circular.
- h. Any other document/disclosure as informed by the Exchange.



BSE Limited (Formerly Bombay Stock Exchange Ltd.)
Registered Office : Floor 25, P] Towers, Dalal Street, Mumbai 400 001 India
T: +91 22 2272 1234/33 | E: corp.comm@bseindia.com | www.bseindia.com
Corporate Identity Number : U67120MH2005PLC155188

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,


Nitin Pujari
Manager

Ref: NSE/LIST/59048

January 28, 2016

The Company Secretary
HT Media Limited
Hindustan Times House,
18-20, Kasturba Gandhi Marg,
New Delhi – 110001.

Kind Attn.: Mr. Dinesh Mittal

Dear Sir,

Sub: Observation letter for Draft Scheme of Arrangement between HT Media Limited and HT Digital Streams Limited and their respective Shareholders and Creditors.

This has reference to Scheme of Arrangement between HT Media Limited and HT Digital Streams Limited and their respective Shareholders and Creditors vide your letter dated November 27, 2015.

Based on our letter reference no. NSE/LIST/56705 submitted to SEBI and pursuant to SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013 and SEBI Circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013, SEBI has vide letter dated January 25, 2016, has given following comments on the draft Scheme of Amalgamation:

- “a. Company to ensure that additional information, if any, submitted after filing the scheme with the Stock Exchanges, shall be displayed from the date of receipt of this letter on the website of the listed company.*
- b. The Company shall duly comply with various provisions of the Circulars.*
- c. The Scheme shall incorporate a clause on postal ballot / e-voting by the shareholders, since the same is applicable in this case. ”*

We hereby convey our ‘No-objection’ with limited reference to those matters having a bearing on listing/delisting/ continuous listing requirements within the provisions of the Listing Agreement, so as to enable the Companies to file the Scheme with Hon’ble High Court.

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines / Regulations issued by statutory authorities.

The validity of this “Observation Letter” shall be six months from January 28, 2016, within which the Scheme shall be submitted to the Hon’ble High Court. Further pursuant to the above cited SEBI circulars upon sanction of the Scheme by the Hon’ble High Court, you shall submit to NSE the following:



- a. Copy of Scheme as approved by the High Court;
- b. Result of voting by shareholders for approving the Scheme;
- c. Statement explaining changes, if any and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme.
- d. Status of compliance with the Observation Letter/s of the stock exchanges
- e. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
- f. Complaints Report as per Annexure II of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013.

Yours faithfully,
For National Stock Exchange of India Limited

Kamlesh Patel
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL
http://www.nseindia.com/corporates/content/further_issues.htm

SCHEME OF ARRANGEMENT
UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956
BETWEEN
HT MEDIA LIMITED : TRANSFEROR COMPANY
AND
HT DIGITAL STREAMS LIMITED : TRANSFEREE COMPANY
AND
THEIR RESPECTIVE SHAREHOLDERS
AND
THEIR RESPECTIVE CREDITORS

PART I INTRODUCTION

1. INTRODUCTION, DEFINITIONS AND INTERPRETATION

1.1 Introduction

1.1.1 HT MEDIA LIMITED

- (i) HTMedia Limited (hereinafter referred to as the "HTML" or "Transferor Company") having CIN L22121DL2002PLC117874, was incorporated under the Companies Act, 1956 vide certificate of incorporation dated December 3, 2002 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The Transferor Company has its registered office at 18-20, Kasturba Gandhi Marg, New Delhi- 110-001.
- (ii) The shares of the Transferor Company are, at present, listed on the Stock Exchanges.
- (iii) The main objects of the Transferor Company as per its memorandum of association are as follows:
 - 1) To print, publish and conduct for sale one or more newspapers and other periodicals including magazines, books, pamphlets or any other publication in English, Hindi or any other language, anywhere in India, either daily or otherwise.
 - 2) To manufacture, produce, exhibit, distribute, buy and sell, assign, licence, telecast, broadcast news and current affairs, television films, commercial films, video films, video magazines and to engage in other similar activities related thereto.
 - 3) To engage in the business of dissemination of news, knowledge and information of general interest, across the globe, through web-page design, creation, hosting and any business relating to the Internet or email, networking and communication environments.
 - 4) To engage in the business of radio broadcast and all other allied activities including producing, buying, selling and distribution of radio programs.
 - 5) To carry on in India and elsewhere the business to produce, promote, manage, project, procure or acquire rights, participate, manufacture, process, prepare, alter, develop, expose, edit, exhibit, broadcast, transmit, make, remake, display, print, reprint, convert, duplicate, finish, buy, sell, run, import, export and deal in any manner, act as broker, agent, distributor, proprietor, organizers, promoters, sponsors, copyright owners, audio & video right owners, media partners and media advisors of all kinds of live and recorded sports, entertainment events, news & current affair events, summits, pageants, concerts, shows, exhibitions, premiers in all languages in India or elsewhere.
 - 6) To carry on business as advertising agent, to purchase and sell advertising time or space on any media like newspaper, magazine, pamphlet, publications, television, radio, mobile, internet, satellite in India or abroad or any other kind of media currently in vogue or which may be in vogue at any time, and to act as agent or representative for any person(s) or entities for soliciting/booking advertisements and/or any other promotional, commercial and other programmes on any form of media or medium including collection of charges and remittances thereof to principals and any other activities related to or necessary in the context of the said business.
- (iv) The Transferor Company is engaged in the business of:
 - (a) printing and publication of 'Hindustan Times', a newspaper which is well-recognized brand of India and business daily "Mint";
 - (b) development, management and sale of multimedia content;

- (c) FM Radio transmission under “Fever 104” brand;
- (d) holding, conducting, organizing and managing various events;
- (e) running, maintenance and management of news portal “hindustantimes.com”, “livemint.com”; and
- (f) running, maintenance and management of job portal “shine.com”

1.1.2 HT DIGITAL STREAMS LIMITED

- (i) HT Digital Streams Limited (hereinafter referred to as “HT Digital” or “Transferee Company”) having CIN U74900BR2015PLC025243 is a company incorporated under the Companies Act, 2013, *vide* certificate of incorporation dated November 2, 2015 issued by the Registrar of Companies, Bihar. The Transferee Company has its registered office at 101, Jagat Trade Centre, Fraser Road, Patna- 800001.
- (ii) The main objects of the Transferee Company as per its memorandum of association are as follows:
 - 1) To engage, deal, carry out any activity or business in the digital media space and electronic media for dissemination of news, knowledge, information, entertainment and content of general interest, in English, Hindi or any other language, across the globe through networking, telecom, web-page design, creation, hosting, radio, television and/or any other mode of communication whether currently in vogue or which may be in vogue in the future.
 - 2) To carry on in India or elsewhere, the business to produce, promote, manage, project, procure or acquire rights, participate, manufacture, process, prepare, alter, develop, edit, exhibit, broadcast, transmit, make, remake, display, print, reprint, convert, duplicate, finish, buy, sell, run, import, export and deal in any manner, act as broker, agent, distributor, proprietor, organizers, promoter, sponsors, copyright owner, audio & video right owner, media partners and media advisors of all kind of live and recorded sports, entertainment events, news & current affairs events, summits, pageants, concerts, shows, exhibitions, premiers in all languages in India or elsewhere in the digital media and electronic media space.
 - 3) To carry on business as advertising agent, to purchase and sell advertising time or space on any media or otherwise in India or abroad or any other kind of media currently in vogue or which may be in vogue at any time, and to act as an agent and representative for any person(s) or entities for soliciting/booking advertisements and/or any other promotional, commercial and other contents/programmes on any form of media or medium including collection of charges and remittances thereof to principals and any other activity related to or necessary in the context of the said business.
 - 4) To carry on any business relating to Internet or e-mail, networking and communication environments, including but not limited to search engines, jobs, education, property, automobile, classifieds, matrimonial, travel, sale/purchase of merchandise and/or providing services etc. through internet/on-line medium and/or to provide various web-based services, including but not limited to gaming, blogging, audio/video streaming etc. by designing, creating, hosting, servicing etc. appropriate web-sites, merchandising the web-sites or any other internet based media, to be the licensee of different web-sites, to manage, operate and maintain web-sites of different types (content, technical or otherwise) web related products or internet related activities and to execute e-commerce, e-logic, e-solutions, business of internet service, electronic mail service, facsimile service, content marketing efficiency model, content and event aggregation for online medium and/or mobile applications, providing or engaging in business of m-commerce solutions, providing content for value added services in mobile telephones and/or other communication systems and to carry on any internet, web-based or any other prevalent or future technology based business.
 - 5) To carry on the business and act as advisors, consultants, guides, executants, agents, liaison representatives or in any other manner, for marketing promotion and business-to-business solutions of any product, person, organization, trust, body corporate, advertisement and public relations agency, government and non-governmental organization and department through all communication mediums including but not limited to newspaper, magazine, pamphlet, publications, television, events, conferences, radio, mobile, internet, satellite in India or abroad or any other kind of media currently in vogue or which may be in vogue at any time in the digital media and electronic media space.
- (iii) The Transferee Company is authorized to be engaged in the business of:
 - (a) dissemination of news, knowledge, information, entertainment and content of general interest, in English, Hindi or any other language, globally through various digital and electronic media; and
 - (b) management of advertising time and space on any media.
- (iv) The Transferee Company is a wholly owned subsidiary of the Transferor Company.

1.1.3 Rationale of the Scheme

The transfer and vesting of the Multimedia Content Management Undertaking from the Transferor Company to the Transferee

Company pursuant to this Scheme, as a going concern on a slump exchange basis, shall be in the interest of both the Transferor Company and the Transferee Company, and all concerned stakeholders including shareholders, creditors, employees, and general public as it would:

- (i) Facilitate creation of a separate, focused entity to take advantage of the future emerging opportunities in the digital media segment. The separate entity shall more effectively and efficiently cater to the independent growth plan for the Multimedia Content Management Undertaking and its future value recognition, expansion and diversification.
- (ii) Additionally, the Multimedia Content Management Undertaking has distinct resource requirements and challenges to expand and grow. Developing the business across the country would need access to capital through various structured and innovative routes. The housing of multimedia content management undertaking in a separate entity shall provide flexibility for future fund raising capability through strategic / financial partnership(s).
- (iii) It shall provide greater management focus and speedy decision process to achieve strategic advantage in the separate entity.
- (iv) It shall provide greater transparency and visibility on the operations and financial performances of each business as well as accountability with autonomy for the multimedia content management undertaking.
- (v) Attract and retain relevant talent in the multimedia content management undertaking.

1.1.4 The Scheme is in the interest of the shareholders, creditors and employees of the Transferor Company, the Transferee Company and their stakeholders, and would enable the Transferor Company and the Transferee Company to adopt a focused business approach for the maximization of benefits to their respective stakeholders. The Scheme shall not in any manner be prejudicial to the interests of concerned shareholders, creditors or/and general public at large.

1.1.5 The Scheme is divided into four parts:

- (i) **Part I** sets-forth the Introduction, Definitions and Interpretation;
- (ii) **Part II** sets-forth the capital structure of the Transferor Company and the Transferee Company;
- (iii) **Part III** deals with the transfer and vesting of the Multimedia Content Management Undertaking of the Transferor Company to and in the Transferee Company, in accordance with section 391 to 394 of the 1956 Act or such other equivalent provisions of the 2013 Act, as applicable; and
- (iv) **Part IV** deals with general/residuary terms and conditions.

DEFINITIONS

2. DEFINITIONS

- 2.1 **"1956 Act"** means the Companies Act, 1956 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto;
- 2.2 **"2013 Act"** means the Companies Act, 2013 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto and/or any re-enactment thereof;
- 2.3 **"Applicable Law(s)"** means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval from the concerned authority, Government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question.;
- 2.4 **"Appointed Date"** means closing hours of March 31, 2016 or such other date as may be approved by the Court;
- 2.5 **"Board of Directors"** in relation to the Transferee Company and/or the Transferor Company, as the case may be, shall, unless it be repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee of directors;
- 2.6 **"Clause" and "sub-Clause"** means the relevant clauses and sub-clauses set out in this Scheme;
- 2.7 **"Court"** means the High Court of Judicature of Delhi and/or High Court of Judicature at Patna to which this scheme of arrangement in its present form is submitted for its sanctioning under sections 391 to 394 of the 1956 Act or such other equivalent provision of the 2013 Act, as applicable;
- 2.8 **"Effective Date"** means the date on which the Scheme shall become effective pursuant to Clause 15 of Part IV of this Scheme. Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" or "after this Scheme becomes effective" means and refers to the Effective Date;
- 2.9 **"ESOP Scheme"** means the HTML Employee Stock Option Scheme and the HTML Employee Stock Option Scheme– 2009, instituted by the Transferor Company, as amended, modified or replaced from time to time;
- 2.10 **"Financial Statements"** means and include stand alone and consolidated accounts;
- 2.11 **"Government"** means any government authority, statutory authority, government department, agency, commission, board,

tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

2.12 **“HMVL Scheme of Arrangement”** shall have the meaning as ascribed to it in Clause 14;

2.13 **“Multimedia Content Management Undertaking”** means the Transferor Company's business, activities and operations pertaining to multimedia content management undertaking, and comprising of all the assets and liabilities, as described hereunder, as on the Appointed Date relating thereto:

- (i) the digital news portal HindustanTimes.com which is the flagship website covering digital news pertaining to various segments like current affairs, sports, entertainment, etc. This is available on web, digital web as well as on iOS and android apps for both mobile phones and tablets. There are also dedicated microsites from time to time for significant events such as World Cup T20, elections etc;
- (ii) livemint.com, a business content site which houses sections such as companies, industry, politics/policies, money/markets, as well as sections on lifestyle, etc. From time to time, there are microsites which focus on specific initiatives such as “Made in India”, the Rich professional, the Greek Crisis, etc. The content is available on website, as well as on mobile web, web-app and native android and iOS apps;
- (iii) syndication business which aggregates and disseminates news, analysis and other content from nearly 200+ high ranking publications to users of such content across the world. Apart from syndicating Hindustan Times and Mint, the syndication business offers content generated by several other prominent websites, newspapers and newswires spanning domains ranging from business, health, government news, travel, and politics, social to environment news. The syndicated content is then suitably categorized, customized and packaged and transferred to data ports in the United States and India, which are the primary customers;
- (iv) all assets (movable or immovable), title, properties, interests, investments, loans, deposits, receivables, advances and rights, including rights arising under contracts, wherever located (including in the possession of vendors, third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, exclusively used or held, by the Transferor Company in, or otherwise identified for use in, the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively, **“Assets”**);
- (v) all debts, liabilities, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), pertaining to the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively, **“Liabilities”**);
- (vi) all existing and future contracts, agreements, request for proposal, bids, responses to invitation for expression of interest, leases, leave and licences, memoranda of undertakings, memoranda of agreements, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders or other instruments of whatsoever nature to which the Transferor Company is either a party or it may enter, exclusively relating to the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively, **“Contracts”**);
- (vii) all registrations, trademarks, trade names, service marks, copyrights, patents, designs, domain names, applications for trademarks, trade names, service marks, copyrights, designs and domain names exclusively used by or held for use by the Transferor Company in the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively, **“Intellectual Property”**);
- (viii) all permits, licenses, consents, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights and any waiver of the foregoing issued by any legislative, executive or judicial unit of any Governmental or semi-Governmental entity or any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority exclusively used or held for use by the Transferor Company in the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively, **“Licences”**);
- (ix) all such permanent employees of the Transferor Company and employees/personnel engaged on contract basis, as are primarily engaged in or in relation to the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking, at its respective offices or otherwise, and any other employees/personnel hired by the Transferor Company after the date hereof who are primarily engaged in or in relation to the Transferor Company's undertaking, business, activities and operations pertaining to the multimedia content management undertaking (collectively, **“Employees”**);

Any question or doubts that may arise as to whether a specified asset or liability pertains to or does not pertain to the Multimedia Content Management Undertaking or whether it arises out of the activities or operations or is to be included in

the Multimedia Content Management Undertaking shall be decided by mutual agreement between the Board of Directors of Transferor Company and Transferee Company.

- 2.14 **“Residual Undertaking”** means all the undertakings, businesses, activities and operations of the Transferor Company other than the Multimedia Content Management Undertaking;
- 2.15 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Arrangement in its present form (along with any annexures, schedules, etc., annexed/attached hereto), with such modifications and amendments as may be made from time to time, and with appropriate approvals and sanctions of the Court and other relevant regulatory authorities, as may be required under the 1956 Act or the 2013 Act, as applicable, and under all other Applicable Laws;
- 2.16 **“Stock Exchanges”** means National Stock Exchange of India Limited and BSE;
- 2.17 **“Transferee Company”** means HT Digital, as defined in Clause 1.1.2 of Part I above;
- 2.18 **“Transferor Company”** means HTML, as defined in Clause 1.1.1 of Part I above.

3. INTERPRETATION

- 3.1 The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words used in this Scheme refers to this entire Scheme.
- 3.2 The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the 1956 Act, 2013 Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made there under), the Depositories Act, 1996 and other applicable laws, rules, regulations, guidelines, 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 Court or the Hon’ble High Court in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal (“NCLT”) or such other forum or authority, as may be vested with any of the powers of a High Court under the 1956 Act and/ or 2013 Act.

4. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

PART II
SHARE CAPITAL STRUCTURE

5. CAPITAL STRUCTURE

- 5.1 The share capital of Transferor Company as on March 31, 2015 was as under:

Share Capital	Amount in Indian Rupees
Authorized Capital	
36,25,00,000 equity shares of Rs.2/- each	72,50,00,000/-
Total	72,50,00,000/-
Issued, Subscribed and fully paid-up	
23,27,48,314 equity shares of Rs. 2/- each	46,54,96,628/-
Total	46,54,96,628/-

- 5.2 There has been no change in the capital structure of the Transferor Company since March 31, 2015.

- 5.3 The share capital of Transferee Company as on November 19, 2015 was as under:

Share Capital	Amount in Indian Rupees
Authorized Capital	
50,000 equity shares of Rs. 10/- each	5,00,000/-
Total	5,00,000/-
Issued, Subscribed and fully paid-up	
50,000 equity shares of Rs. 10/- each	5,00,000/-
Total	5,00,000/-

PART – III

TRANSFER AND VESTING OF THE MULTIMEDIA CONTENT MANAGEMENT UNDERTAKING OF THE TRANSFEROR COMPANY TO AND IN THE TRANSFEEE COMPANY

6. Transfer and Vesting

6.1 Upon this Scheme becoming effective, and with effect from the Appointed Date, the Multimedia Content Management Undertaking shall under the provisions of section 391 and 394 and all other applicable provisions, if any of the 1956 Act or 2013 Act, as the case may be, and pursuant to the order of the Court or any other appropriate authority sanctioning the Scheme and without any further act or deed, be transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company, as a going concern on a slump exchange basis.

6.2 Without limiting the generality of the foregoing, upon this Scheme becoming effective, and with effect from the Appointed Date:

(i) All the Assets of the Multimedia Content Management Undertaking that are movable, in nature or incorporeal property or are otherwise capable of transfer by manual or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, 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 or constructive delivery or by endorsement and delivery or by vesting and recordal, as appropriate to the property being vested, and title to the property shall be deemed to have been transferred accordingly.

(ii) All the Assets of the Multimedia Content Management Undertaking that are movable properties other than those described under sub-clause (i) above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, become the property of the Transferee Company, and the same shall also be deemed to have been transferred by way of delivery of possession of the respective documents in this regard.

(iii) All the Assets of the Multimedia Content Management Undertaking that are immovable properties, if any, including land together with the buildings and structures standing thereon, whether freehold, leasehold, licensed or otherwise held by the Transferor Company, and all documents of title, rights and easements in relation thereto shall stand transferred to and be vested in the Transferee Company, without any further act or deed done or being required to be done by the Transferor Company and/or the Transferee Company. The Transferee Company shall be entitled to and shall exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities, pursuant to the sanction of this Scheme by the Court in accordance with the terms hereof.

(iv) All the Liabilities of the Multimedia Content Management Undertaking shall without any further act, instrument or deed, become the liability of the Transferee Company and shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company, as the case may be, and the Transferee Company shall be liable to meet, discharge and satisfy the same in accordance with its terms. It is hereby clarified that 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 duties and obligations have arisen in order to give effect to the provisions of this sub-clause.

(v) The existing security or charge in favor of the secured creditors shall remain unaffected and shall continue to remain valid and in full force and effect even after the transfer of the Multimedia Content Management Undertaking from the Transferor Company to the Transferee Company. Restructuring of all such security or charge and reallocation of existing credit facilities granted by the secured creditors shall be given effect to only with the mutual consent of the concerned secured creditors and the Board of Directors of the Transferor and Transferee Company.

It is hereby clarified that if any security or charge exists on the assets comprising the Multimedia Content Management Undertaking in respect of the loans and liabilities which have not been transferred to the Transferee Company pursuant to this Scheme, the Transferor Company shall create adequate security over the assets of the Residual Undertaking to the satisfaction of the lenders and upon creation of such security, the assets of the Multimedia Content Management Undertaking shall be released and discharged from such encumbrance.

(vi) All cheques and other negotiable instruments, payment orders received in the name of the Transferor Company pertaining to the Multimedia Content Management Undertaking after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company. Similarly, all cheques and other negotiable instruments, payment orders received in the name of the Transferee Company pertaining to the Multimedia Content Management Undertaking prior to the Appointed Date shall be accepted by the bankers of the

Transferor Company and credited to the account of the Transferor Company.

- (vii) All the Contracts of the Multimedia Content Management Undertaking shall be 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. In relation to the same, any procedural requirements which are to be fulfilled by the Transferor Company shall be fulfilled by the Transferee Company, as if it is the duly constituted attorney of the Transferor Company. Upon this Scheme becoming effective and with effect from the Appointed Date, any contract of the Transferor Company relating to or benefiting at present the Residual Undertaking and the Multimedia Content Management Undertaking, shall be deemed to constitute separate contracts, thereby relating to and/or benefiting the Transferor Company and the Transferee Company.
- (viii) It is hereby clarified that if any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Multimedia Content Management Undertaking to which Transferor Company is a party to, cannot be transferred to the Transferee Company for any reason whatsoever, the Transferor Company shall hold such contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Transferee Company insofar as it is permissible so to do, till such time as the transfer is effected.
- (ix) Upon coming into effect of this Scheme, the past track record of Transferor Company relating to the Multimedia Content Management Undertaking, including without limitation, the profitability, production volumes, experience, credentials and market share, shall be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes including for the purpose of eligibility, standing, evaluation and participation of the Transferee Company in all existing and future bids, tenders and contracts of all authorities, agencies and clients.
- (x) All the Intellectual Property of the Multimedia Content Management Undertaking except domain names shall stand transferred to and be vested in the Transferee Company. Domain name(s) of the Transferor Company that are used by the Multimedia Content Management Undertaking shall continue to be used by the Transferee Company as a licensee, subject to the terms and conditions as mutually agreed to between the Transferor Company and the Transferee Company. The Transferee Company undertakes and shall ensure that it shall not use the word "HT", "Hindustan Times", "Mint" or any other intellectual property rights of the Transferor Company, which is not a subject matter of this scheme, in conjunction or otherwise with any other new intellectual property, trade mark or brand name or logo or symbol or in any other manner of the Transferee Company except as part of the intellectual property of the Multimedia Content Management Undertaking, unless otherwise specifically agreed and permitted by the Transferor Company in writing. The Transferee Company shall ensure that the usage of Intellectual Property by the Transferee Company shall not damage or disparage the Transferor Company or its interests in the intellectual property rights.
- (xi) All the Licences of the Multimedia Content Management Undertaking shall stand transferred to and vested in the Transferee Company. Such of the other permits, licenses, consents, approvals, authorisations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights, and any waiver of the foregoing, as are held at present by the Transferor Company, but relate to or benefitting at present the Residual Undertaking and the Multimedia Content Management Undertaking, shall be deemed to constitute separate permits, licenses, consents, approvals, authorisations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights, and any waiver of the foregoing, and the necessary substitution/endorsement shall be made and duly recorded in the name of the Transferor Company and the Transferee Company by the relevant authorities pursuant to the sanction of this Scheme by the Court. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this sub-clause, the said third party or authority shall make and duly record the necessary substitution/endorsement in the name of the Transferee Company pursuant to sanction of this Scheme by the Court. For this purpose, the Transferee Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.
- (xii) All the Employees of the Multimedia Content Management Undertaking shall be transferred to and engaged by the Transferee Company, without any interruption of service and on the basis of continuity of service, and on such terms and conditions as are no less favourable than those on which they are currently engaged by the Transferor Company.
 - (a) With regard to provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, employee stock option scheme or any other special scheme or benefits created or existing exclusively for the benefit of the Employees, if any, upon this Scheme becoming effective, the Transferee Company shall be under an obligation to make contributions to such funds and schemes as may be created by the Transferee Company. Pending creation of such funds and schemes by the Transferee Company, the Transferee Company shall continue to make contributions to the existing funds maintained by the Transferor Company. The accumulations under provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme and any other special scheme or benefits of the

Transferor Company pertaining to the Employees shall be transferred to such funds and schemes as may be created by the Transferee Company for such purpose.

- (b) In respect of the stock options granted by the Transferor Company under the ESOP Scheme to employees engaged in the Multimedia Content Management Undertaking who are proposed to be transferred as part of the Scheme to the Transferee Company, which have been granted and vested but have not been exercised as on the Appointed Date, such options shall continue to vest in the employees of the Multimedia Content Management Undertaking being transferred to the Transferee Company. Upon exercise of the aforesaid options by the said employees from time to time in accordance with the ESOP Scheme, the Transferor Company shall continue to honour its obligations under the ESOP Scheme with respect to such employees in accordance with the provisions of the ESOP Scheme and shall transfer fully paid-up equity shares of the Transferor Company in respect of such exercised options in accordance with the ESOP Scheme.

In respect of the stock options granted by the Transferor Company under the ESOP Scheme to the employees of HMVL who are proposed to be transferred as part of HTML Scheme to the Transferee Company, which have been granted and vested but have not been exercised as on the Appointed Date, such options shall continue to vest in the employees of HTML being transferred to the Transferee Company. Upon exercise of the aforesaid options by the said employees from time to time in accordance with the ESOP Scheme, the Transferor Company shall continue to honour its obligations under the ESOP Scheme with respect to such employees in accordance with the provisions of the ESOP Scheme and shall transfer fully paid-up equity shares of the Transferor Company in respect of such exercised options in accordance with the ESOP Scheme.

The ESOP Scheme shall, pursuant to this Scheme, be modified by the Transferor Company, as considered appropriate by its Nomination and Remuneration Committee, to give effect to sub-clause (b) above and the consent of the shareholders of the Transferor Company to this Scheme shall be deemed to be their consent and approval in relation to all matters pertaining to the ESOP Scheme as described in this Scheme, including without limitation, for the purposes of effecting necessary modifications to the ESOP Scheme and all related matters. All actions taken in accordance with this sub-clause (b) of this Scheme shall be deemed to be in full compliance of Sections 62 and/or 42 of the 2013 Act, any other applicable provisions of the Act and the guidelines/regulations issued by SEBI and no further approval of the shareholders of the Transferor Company or resolution, action or compliance under Sections 62 and/or 42 of the 2013 Act and/or any other applicable provisions of the Act and/or under the guidelines/regulations issued by the SEBI would be required to be separately passed or undertaken by the Transferor Company or the Transferee Company.

- (xiii) The Transferee Company shall be entitled to the benefits and shall bear the burdens of any legal or other proceedings to the extent specifically relating to the Multimedia Content Management Undertaking, initiated by or against the Transferor Company. If any suit, appeal or other proceedings to the extent specifically relating to the Multimedia Content Management Undertaking initiated by or against the Transferor Company is pending, the same shall not be abated, be discontinued or in any way be prejudicially affected by reason of this Scheme and the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Transferor Company, if this Scheme had not been effected. All reasonable costs incurred by the Transferor Company in respect of any proceedings initiated by or against the Transferor Company after the Appointed Date to the extent relating to the Multimedia Content Management Undertaking shall be reimbursed by the Transferee Company upon submission by the Transferor Company to the Transferee Company of documents evidencing that the Transferor Company has incurred such costs. The Transferee Company shall file necessary application for transfer of all pending suit/appeal or other proceedings of whatsoever nature relating to the Multimedia Content Management Undertaking.

- (xiv) All rights, obligations, benefits available under any direct and indirect taxes, including tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, etc., sales tax benefits/exemptions, service tax credit, stamp duty benefits and exemptions which may be obtained by the Transferor Company or which the Transferor Company is entitled to or which are or may be available to Transferor Company in respect of the Multimedia Content Management Undertaking shall, pursuant to the sanction of this Scheme, be available to the Transferee Company on an as is where is/going concern basis.

It is hereby clarified that any tax related liabilities/benefits, arising out of or in connection with an event occurring prior to the Appointed Date, even when the same may arise and/or accrue subsequent to the Appointed Date, shall, subject to and in accordance with applicable direct and indirect tax laws, continue to be liabilities/benefits of Transferor Company.

- (xv) The benefits of any and all corporate approvals as may have already been taken by the Transferor Company in relation to the Multimedia Content Management Undertaking, whether being in the nature of compliances or otherwise and any other approvals as under either Act (1956 Act and/or 2013 Act), shall stand transferred to the Transferee Company

and shall be deemed to have been taken by the Transferee Company, by virtue of approval of this Scheme.

- (xvi) All estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Transferor Company for or in relation to the Multimedia Content Management Undertaking shall be deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon this Scheme becoming effective, pursuant to the provisions of section 394(2) and other applicable provisions of the 1956 Act or the 2013 Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, right, title, interests and authorities of the Transferee Company.

- 6.3 The Transferor Company and/or the Transferee Company, as the case may be, shall, at any time after this Scheme becomes effective in accordance with the provisions hereof, if so required under any law or otherwise, do all such acts or things as may be necessary to transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company in relation to the Multimedia Content Management Undertaking . It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this Clause, the said third party or authority shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company upon this Scheme becoming effective in accordance with the terms hereof. For this purpose the Transferee Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.

6.4 Conduct of business till the Appointed Date

6.4.1 Until the Appointed Date:

- (i) the Transferor Company shall carry on the business of the Multimedia Content Management Undertaking with reasonable diligence and business prudence and in a manner consistent with its past practices;
- (ii) the Transferor Company shall carry on the business of the Multimedia Content Management Undertaking, in its ordinary course of business, except with the written concurrence of the Transferee Company; and
- (iii) the Transferor Company shall not alter the business of the Multimedia Content Management Undertaking, except with the written concurrence of the Transferee Company.

6.5 Conduct of business till the Effective Date

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

- (i) the Transferor Company undertakes to carry on and shall be deemed to have carried on the business activities of the Multimedia Content Management Undertaking and stand possessed of the properties and assets of the Multimedia Content Management Undertaking , for and on account of and in trust for the Transferee Company;
- (ii) all profits or income accruing to or received by the Transferor Company, out of the Multimedia Content Management Undertaking and all taxes paid thereon (including but not limited to advance tax, tax deducted at source, minimum alternate tax, fringe benefit tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, etc.) or losses arising in or incurred by the Transferor Company with respect to the Multimedia Content Management Undertaking shall, for all purposes, be treated as and deemed to be the profits, losses, income or taxes, as the case may be, of the Transferee Company;
- (iii) the Transferor Company shall carry on the business of the Multimedia Content Management Undertaking with reasonable diligence and business prudence and in a manner consistent with its past practices;
- (iv) the Transferor Company shall carry on the business of the Multimedia Content Management Undertaking, in its ordinary course of business. All the actions taken by the Transferor Company for the Multimedia Content Management Undertaking, *inter-alia*, including any income, advances, payments made/collections received, funds or resources deployed or cost incurred, shall be suitably accounted for and recorded by Transferor Company and the Transferee Company on such terms and conditions as the Board of Directors of the Transferor Company and the Transferee Company may agree upon. Notwithstanding anything contained herein above, it is hereby clarified that no separate corporate approvals, *inter-alia*, under the 1956 Act or 2013 Act, shall be required to be taken by the Transferor Company for undertaking any of the foregoing actions/transactions pertaining to the Multimedia Content Management Undertaking and such actions/transactions shall be deemed to be in compliance with the 1956 Act or 2013 Act as applicable, by virtue of approval of the Scheme; and
- (v) the Transferor Company shall not alter the business of the Multimedia Content Management Undertaking, except with the written concurrence of the Transferee Company.

- 6.6 With effect from the date of approval of the Scheme by the Board of Directors of the Transferor Company and the Transferee Company, and until the issue of equity shares to the Transferor Company and HMVL pursuant to this Scheme and HMVL Scheme of Arrangement, respectively, the Transferee Company shall not make any change in its capital structure either by any increase

(by issue of equity shares, bonus shares, convertible securities, or otherwise), decrease, reduction, reclassification, sub-division, or consolidation re-organization, or in any other manner effect the capital of the Transferee Company.

6.7 The Board of Directors of the Transferor Company and Transferee Company, shall enter into such long term service agreements as may be required, *inter alia*, for content sharing/collaboration, infrastructure, and usage and management of website/domain names on such terms and conditions as may be mutually agreed by them.

6.8 Conduct of business on Effective Date

6.8.1 With effect from the Effective Date, the Transferee Company shall carry on and shall be authorised to carry on the businesses of the Multimedia Content Management Undertaking of the Transferor Company.

6.8.2 For the purpose of giving effect to the vesting and transfer order passed under section 391 and 394 of the 1956 Act or such other equivalent provision of the 2013 Act, as applicable, in respect of this Scheme, the Transferee Company shall be entitled to get the recordal of the change in the legal title and rights appurtenant thereto upon the transfer and vesting of all the assets including investments pursuant to the Scheme.

6.9 Residual Business

6.9.1 The Residual Undertaking and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company.

6.9.2 All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company which relate to the Residual Undertaking under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Residual Undertaking (including those relating to any property, right, power, liability, obligation or duties of the Transferor Company in respect of the Residual Undertaking) shall be continued and enforced by or against the Transferor Company after the Effective Date. The Transferee Company shall in no event be responsible or liable in relation to any such legal, taxation or other proceeding against the Transferor Company, which relate to the Residual Undertaking.

6.9.3 All profits or losses pertaining to the Multimedia Content Management Undertaking, up to the Appointed Date, which are recorded in the books of the Transferor Company shall, for all purposes, continue to be treated as the profit or losses of the Transferor Company and shall be retained in the books of the Transferor Company.

7. SLUMP EXCHANGE AND ACCOUNTING TREATMENT

7.1 Slump Exchange

7.1.1 Pursuant to the Scheme, the Transferee Company shall issue 1,14,12,104 fully paid-up equity shares of face value Rs. 10/- each to the Transferor Company in exchange of the transfer and vesting of the Multimedia Content Management Undertaking.

7.2 Accounting Treatment

7.2.1 Accounting Treatment in the Financial Statements of the Transferor Company

Upon the Scheme becoming effective:

- (a) The book value of all assets and liabilities pertaining to the Multimedia Content Management Undertaking, which cease to be assets and liabilities of Transferor Company, shall be reduced by Transferor Company from the respective assets and liabilities.
- (b) The Transferor Company shall record the equity shares received pursuant to the Scheme at their respective fair value.
- (c) The difference, i.e. the excess/ shortfall of (i) the book value of the assets of the Multimedia Content Management Undertaking over (ii) the aggregate book value of the transferred liabilities and fair value of equity shares, so received, shall be adjusted to reserves(s)/ credited to 'capital reserve' respectively

Notwithstanding anything above, the Board of Directors of the Transferor Company is authorized to account for any of the above mentioned transactions balances in accordance with the applicable accounting standards and generally accepted accounting principles.

7.2.2 Accounting Treatment in the Financial Statements of the Transferee Company

Upon the Scheme becoming effective:

- (a) The Transferee Company shall record the equity shares, issued by it to the Transferor Company, pursuant to the Scheme, at their respective fair value.
- (b) The Transferee Company shall record all the assets and liabilities of the Multimedia Content Management Undertaking, taken over pursuant to the Scheme, at their respective book values.
- (c) Any excess of (i) the fair value of equity shares, so issued, over (ii) the difference of book value of the assets and liabilities shall be recognized as goodwill to be amortized over useful life not exceeding five years.
- (d) Any shortfall of (i) the fair value of equity shares, so issued, over (ii) the difference of book value of the assets and liabilities shall be credited to capital reserve account.

Notwithstanding anything above, the Board of Directors of the Transferee Company is authorized to account for any of the above mentioned transactions balances in accordance with the applicable accounting standards and generally accepted accounting principles.

8. TAX

Upon the scheme becoming effective:

- 8.1 It is clarified that all the taxes and duties payable by Transferor Company, relating to the Multimedia Content Management Undertaking from the Appointed Date up to the Effective date, including all advance tax payments, tax deducted at source, tax liabilities or any refund and claims shall, for all purposes be treated as advance tax payments, tax deducted at source, tax liabilities or refunds and claims of Transferee Company, notwithstanding that the certificates, challans or other documents for payments of such taxes are in the name of Transferor Company. Further, the benefit of all balances relating to CENVAT or Service Tax or VAT being balances pertaining to the Multimedia Content Management Undertaking from the Appointed Date until the Effective Date, shall stand transferred and vested to Transferee Company as if the transaction giving rise to the said balance or credit was a transaction carried out by Transferee Company. Without prejudice to the aforesaid, any credits, refunds or claims including but not limited to tax deducted at source, CENVAT credit, self-assessment tax, advance tax prior to the appointed date shall be treated as the credits, refunds or claims of Transferor Company.
- 8.2 All the incentives, subsidies, special status, and other benefits or privileges enjoyed, granted by any Government Body, local authority, or by any other person, or availed by Transferor Company, in relation to the Multimedia Content Management Undertaking, shall vest with and be available to Transferee Company on the same terms and conditions.
- 8.3 With effect from the Appointed Date, Transferor Company and Transferee Company are expressly permitted to prepare and/or revise, as the case may be, their Financial Statements and returns along with the prescribed forms, filings and annexure under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax laws and other tax laws, if required, to give effects to provisions of the Scheme.

9. INCREASE IN AUTHORIZED SHARE CAPITAL OF THE TRANSFEEE COMPANY AND CONSEQUENT ALTERATION OF ITS MEMORANDUM OF ASSOCIATION

- 9.1 Upon this Scheme becoming effective and upon the transfer and vesting of the Multimedia Content Management Undertaking into the Transferee Company pursuant to the terms of this Scheme, the authorized share capital of the Transferee Company shall stand increased from Rs. 5,00,000/- (Rupees Five Lakhs only) to Rs.25,00,00,000/- (Rupees Twenty Five Crores only).
- 9.2 By virtue of Clause 9.1 above, Clause V of the memorandum of association of the Transferee Company shall, as a part of and, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause:
"V. The Authorized Share Capital of the Company is Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) divided into 2,50,00,000 (Two Crore Fifty Lacs) Equity Shares of Rs. 10/- (Rupees Ten Only) each."
- 9.3 It is clarified that for the purposes of this Clause 9, the consent of the shareholders of the Transferee Company to this Scheme shall be sufficient for the purposes of effecting the above amendment in the authorized share capital of the Transferee Company, and shall be deemed to include consent under any other provisions of the 2013 Act that may be applicable and no further resolution under any provisions of the 2013 Act including Section 13 and Section 61 would be separately required. The Transferee Company shall discharge the applicable filing fees and stamp duty in relation to the increase of its authorized share capital.

PART-IV

GENERAL / RESIDUARY TERMS AND CONDITIONS

10. Upon the Scheme becoming effective, the Financial Statements of the Transferor Company and the Transferee Company shall be reconstructed in accordance with the terms of the Scheme. The Transferor Company and the Transferee Company shall be entitled to file/revise its income tax returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, if any, as may be required consequent to implementation of this Scheme.
11. The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make respective applications to the Court and or applicable authority, under sections 391 to 394 and other applicable provisions of the 1956 Act or such other equivalent provision of the 2013 Act, seeking order for dispensing with or for convening, holding and/or conducting of the meetings of the classes of their respective members and creditors (secured and unsecured) as per the requirements of the 1956 Act or such other equivalent provision of the 2013 Act.
12. D&A Financial Services (P) Limited, a SEBI registered merchant banker, pursuant to Clause 24(h) of the listing agreement and SEBI Circular No. CIR/CFD/DIL/5/2013, dated February 04, 2013 read with SEBI Circular No. CIR/CFD/DIL/8/2013, dated May 21, 2013, under its fairness opinion dated November 7, 2015, has certified that the valuation reports in reference to the Scheme, is fair and reasonable.
13. The Scheme is conditional upon and subject to the following:
- (a) the Scheme being approved by the requisite majority in number and value of the members and creditors of the

Transferor Company and the Transferee Company as required under Applicable Laws and as may be directed by the Court;

- (b) the Scheme being approved by the shareholders of the Transferor Company through special resolution based by way of postal ballot and e-voting in terms of para 5.16 of SEBI Circular No. CIR/CFD/DIL/5/2013, dated February 04, 2013 read with SEBI Circular No. CIR/CFD/DIL/8/2013, dated May 21, 2013, provided that the same shall be acted upon only if the votes cast by the public shareholders in favor of the Scheme are more than the votes cast by the public shareholders against it;
 - (c) the Scheme being sanctioned by the Court under sections 391 to 394 of the 1956 Act or such other equivalent provision of the 2013 Act, as applicable, and the necessary order being obtained in respect of the same; and
 - (d) the certified copies of the order of the Court referred to in this Scheme being filed with the Registrar of Companies, National Capital Territory of Delhi and Haryana and the Registrar of Companies, Bihar and Jharkhand at Patna.
14. The Transferee Company has also initiated a scheme of arrangement under Sections 391-394 of the 1956 Act with Hindustan Media Ventures Limited ("HMVL"), a listed subsidiary of the Transferor Company, for the proposed transfer and vesting of the multimedia content management undertaking of HMVL in the Transferee Company, as a going concern on a slump exchange basis, for which the Transferee Company shall issue 85,87,896 fully paid-up equity shares of face value Rs. 10/- each to HMVL, more particularly provided in the scheme of arrangement between HMVL and the Transferee Company ("**HMVL Scheme of Arrangement**"). In such a case, the Transferee Company may not remain a wholly owned subsidiary of the Transferor Company.
15. This Scheme shall become effective on such date when certified copies of the order of the Court sanctioning this Scheme are filed by the Transferor Company and the Transferee Company with the Registrar of Companies, National Capital Territory of Delhi and Haryana and/or the Registrar of Companies, Bihar, as the case may be. Such date shall be known as the "**Effective Date**".
16. Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date and become effective and operative only in the sequence and in the order mentioned hereunder:
- (i) transfer and vesting of the Multimedia Content Management Undertaking from the Transferor Company to and in the Transferee Company in accordance with Part III of this Scheme;
 - (ii) issue of 1,14,12,104 equity shares of face value Rs. 10/- each by the Transferee Company to the Transferor Company in exchange of transfer and vesting of the Multimedia Content Management Undertaking from the Transferor Company to and in the Transferee Company;
17. Each of the Transferor Company and the Transferee Company (acting through their respective Boards of Directors) may assent to any modifications or amendments to this Scheme, which the Court and/or any other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out this Scheme. Each of the Transferor Company and the Transferee Company (acting through its respective Boards of Directors) be and is hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions, whether by reason of any order of the Court or of any directive or order of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith. The Transferor Company and the Transferee Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Court or any other authority is not on terms acceptable to them.
18. All costs, expenses, charges, fees, taxes, duties, stamp duties levies and all incidental expenses arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and matters incidental thereto pertaining to transfer and vesting of the Multimedia Content Management Undertaking to and in the Transferee Company shall be borne by the Transferee Company and shall form part of cost of acquisition of Multimedia Content Management Undertaking.
19. The Transferor Company shall be entitled to declare and pay dividends, whether interim and/or final, to their respective shareholders prior to the Effective Date.
20. If any part of this Scheme is invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under Applicable Laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part.
21. The transfer of properties and liabilities to, and the continuance of proceedings by or against the Transferee Company, shall not affect any transaction or proceedings already concluded by the Transferor Company on or before the Appointed Date, and after Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

