Memorandum

And

Articles of Association

of

e-Eighteen.com Limited

सत्यमेव जयते

प्रारुप एक

Form 1

निगमन का प्रमाण पत्र

Certificate of Incorporation

सं0 55- 104757 शक 1922

No. 55-104757 of 1999-2000

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज इ-एटीन.कॉम प्राईवेट लिमिटेड..... कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है ।

I hereby certify that e-Eighteen.com Private Limited..... is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited.

मेरे हस्ताक्षर से आज ता0..... 8 चैत्र,.....1922.....को दिया गया ।

Given under my hand at.....NEW DELHI.....this.....TWENTY EIGHTH.....day of .....MARCH.....TWO THOUSAND.

कम्पनी रजिस्ट्रार राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

सत्यमेव जयते

Sd/-

(डी. के. गुप्ता)

उप. कम्पनी रजिस्ट्रार

DY. Registrar of Companies

रा. रा. क्षेत्र दिल्ली एवं हरियाणा

N.C.T. OF DELHI & HARYANA

Company No. 55-104757

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT UPON CHANGE OF NAME ON CONVERSION TO PUBLIC LIMITED COMPANY

In the Office of the Registrar of Companies, N.C.T. of Delhi & Haryana
[under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF M/s. e-Eighteen.com private limited

I hereby certify that e-Eighteen.com private limited which was originally incorporated on TWENTY EIGHTH day of MARCH TWO THOUSAND under the Companies Act, 1956 (Act 1 of 1956) under the name e-Eighteen.com private limited having duly passed the necessary Special Resolution on 15-5-2001 in terms of section 31/21 read with section 44 of the Companies Act, 1956, the name of the said Company is this day changed to e-Eighteen.com limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at NEW DELHI this TWENTY EIGHTH day of JUNE Two Thousand ONE.

(T. P. SHAMI)
DY. REGISTRAR OF COMPANIES,
N.C.T. OF DELHI AND HARYANA

सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Mumbai

Everest ,100,Marine Drive,null,Mumbai,Maharashtra,INDIA,400002

Corporate Identity Number : U99999MH2000PLC274703

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certification of Registration of Regional Director order for Change of State

M/s e-Eighteen.com Limited having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Delhi to the Maharashtra and such alteration having been confirmed by an order of REGIONAL DIRECTOR, RD(NR) bearing the date 26/02/2016.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Mumbai this Twenty Seventh day of May Two Thousand Sixteen.



PARVEZ FATTULAL NAIKWADI

Registrar of Companies

Registrar of Companies
Mumbai

Mailing Address as per record available in Registrar of Companies office:

e-Eighteen.com Limited
First Floor, Empire Complex,, 414- Senapati Bapat Marg, Lower Parel,
Mumbai - 400013,
Maharashtra, INDIA

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
e-Eighteen.com Limited

I. The name of the Company is: **e-Eighteen.com Limited**

II. The Registered Office of the Company will be situated in the State of Maharashtra, i.e. within the jurisdiction of the Registrar of Companies, Maharashtra at Mumbai. (refer to Note 1 below)

III. The objects for which the Company is established are:-

(A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:-

1. To carry on in India and elsewhere either on its own or in alliance with any other Person/ Body/ Bodies corporate incorporated in India or abroad either under a strategic alliance or Joint Venture or any other arrangement the business of providing/ operating Internet services, web based electronic commerce and other allied services.

2. To install, maintain and operate Internet, V-sat and Voice and Data Mail Services.

3. To establish and carry on in India and elsewhere either on its own or in alliance with any other Person/Body/Bodies corporate incorporated in India or abroad either under a strategic alliance or Joint Venture or any other arrangement the business of providing/operating Very Small Aperture Terminals (VSAT) Communications Services, Value Added Network Services (VANS), Electronic Data Interchange Services, Datacom Network Services, File Transfer and Protocol Conversion Services, Voice Network Services, Concert Packet Services, Electronic Transaction Services, Wireless Application Protocol Services, High Speed VSAT based Satellite communication Services, Video Conferencing Services, System Integration Services involving computers and Communications Products/ Technologies and to market and sell and support various types of Satellite/Date communications equipments and networks built using such like Routers Frame Relay Switches, ATMs.

Note1: *The members of the Company approved shifting of Registered Office from the National Capital Territory of Delhi to the State of Maharashtra and consequent amendment in Memorandum of Association of the Company vide Annual General Meeting held on September 29, 2015. Approved by the Central Government Regional Director (Northern Region) vide its order dated 26.02.2016.*

4. To establish and carry on in India and elsewhere either on its own or in alliance with any other Person/Body/Bodies corporate incorporated in India or abroad either under a strategic alliance or Joint Venture or any other arrangement the business of providing network for receive, capture, store, transmit and use Voice Data, E-mail, graphics, signals and other informations based on fixed line or wireless (radio, microwave, cellular satellite (VHF/ UVHF) or a combination of any of these.

5. To carry on business of publishing, multi-media, web-sites for Companies, Corporations, Institutions, Individuals and entities including text, audio, video, images, graphics, animation and other forms of Information representations.

6. To create and host web-sites on the Internet anywhere in the World for any person or entity.

7. To provide creative design services for Web-sites and other information over the Internet and other media forms such as multi-media, television, radio, magazines, newspapers.

8. To be in the business of conducting training and seminars relating to the Internet and associated media technologies.
9. To conduct Electronic Commerce through buying and selling of goods, information and services either directly or on behalf of providers of these goods, information and services.

10. To carry on business as developers of Software for computer applications used in personal computers, Servers and mainframe computer installations, including networking and communication environment.

11. To conduct research and development on New Media Technologies relating to movement of information over networks and in any other areas of Information Technology.

12. To act as agents to place advertisements on behalf of media service providers.

13. To provide consultancy and professional services in all areas of Information Technology.

14. To create and own a Web-site service towards providing co-location and co-hosting services for web-sites in India and abroad.

15. To develop and sell products related to the internet technologies and co-develop products along with other business partners in India and abroad.

16. To create and manage a distribution network of re-sellers / distributors / partners for providing in whole or part the services mentioned above.

17. To provide services to any person or entity in India and abroad to implement Internet and related technologies, applications and products for use.

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

1. In case of the conversion of the company to a public company subject to the provisions of the Companies Act, 1956 and other such laws upon any issue of shares, debentures or such other securities of the company, to employ commission agents and underwriters and to provide remuneration of such persons for their services by payments in cash or by the issue of shares, debentures or such other securities of the company of all types or by the granting of options to take the same, of all types or in any other such manner as may be allowed by law.

2. To negotiate and/ or enter into agreements and contracts with individuals, companies, corporations and such other organisations, foreign or Indian, for obtaining or providing technical, financial or any other assistance for carrying out the main objects of the Company and also for the purpose of activating research development of manufacturing projects on the basis of know-how and/or financial participation and for technical collaboration and to acquire or provide necessary formulae and patent rights for furthering the main objects of the company.

3. To accept stock or shares in or debentures, mortgage debentures, or such other such securities of any other such company in payment for any services rendered or for any sale made to or debts owing from any such company in connection with the main business of the company.

4. To apply for purchase or otherwise, acquire any patents, brevets d'invention licences and concessions conferring any exclusive or non-exclusive or limited rights to use any information as to any invention which may seem capable of being used for any of the objects of the company or the acquisition of which may seem, calculated directly or indirectly to benefit the company and to use, exercise, develop or grant licences or in respect of the property rights or information so required.

5. To acquire all machineries, plants, stock-in-trade, trade marks and other moveable and immoveable properties of any description, to achieve any of the main objects of the company.

6. To acquire by concession, grants, purchase, licences or otherwise, lands buildings and/or machinery, farms, water-rights and other works, privileges, rights and her editaments of all types in connection with main business of the company.

7. To erect upon the lands belonging to the company and upon any other such lands or property which may be taken on lease or licence by the company, factories, buildings houses and super structure as may be required for carrying out the main objects of the company and in particular equip the said buildings and/or factories with machinery in connection with the main business of the company.

8. To improve, manage develop, exchange, lease, mortgage, enfranchise and dispose of all or any of the property and rights of the company.

9. To pay for any lands and immoveable or moveable estates and/or properties or assets of any kind acquired by the company or for any services rendered to the company in connection with the main business and to pay or discharge any consideration to be paid or given by the company in money or in shares whether fully paid-up or partly paid-up or debentures or obligations of the company or partly in one and partly in another or otherwise however, with the power to issue any shares either as fully paid-up or partly paid up for such purposes.

10. To enter into any contracts, agreements with any Government or Government Authority, Municipal, Revenue, Local or otherwise which may seem conducive to any of the objects of the company and obtain from any such Government or Authority and rights, privileges and concessions which may appear desirable to be obtained and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

11. To purchase, take on lease, or otherwise acquire in the Union of India or elsewhere any real or personal property, estates plantations and other such lands whether freehold, leasehold or such other tenure of all types for the purposes of the company's business.

12. Subject to section 391 to 394 and 394A of the companies Act, 1956 to enter into partnership or any agreement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person or persons, corporation or company carrying on or about to carry on, or engaged in any business or transaction which this company is authorised to carry on or to engaged in any business or transaction capable of being conducted so as to benefit this company, directly or indirectly and to take or otherwise acquire and hold stocks or securities and to subsidies or otherwise assist any such company and to form constitute or promote any other such company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company or for any other such purpose which may seem directly or indirectly calculated to benefit the company.

13. Subject to section 77 of the Companies Act, 1956, to invest in other than investment in company's own shares and deal with the moneys of the company not immediately required in any schedule banks or trust, securities

or deposit or interest with any body corporate/ individual/ firm or in such other manner as is beneficial to the company.

14. To draw, accept, endorse or negotiate promissory notes, bills or exchange or such other negotiable instruments, drafts charter parties, bills of lading and warrants of all types in connection with the object of the company.

15. Subject to section 391 to 394 & 394A of the Companies Act, 1956, to amalgamate with or dispose of or exchange any of the business or undertakings properties or rights of the company in consideration of shares, debentures or such other securities of all types and to enter into any agreement or arrangement with other companies, firms or individuals for joint working in the business or for sharing of profits in any such company, firms or person if such acts are advantageous to this company.

16. To dispose of transfer, exchange, lease, mortgage all business undertaking properties or rights of the Company or any part thereof for any consideration which the company may deem fit to accept in connection with its main business.

17. To aid particularly or otherwise, any association, body or movement having its object the solution, settlement or surmounting of industries or labour problems or troubles or the promotion of industry and trade.

18. To make pecuniary grants by way of donations, subscriptions, allowances, gratuity, guarantee or otherwise for the benefit to persons who are or have been employed by the company and widows, orphans and dependents of any such persons.

19. Subject to section 293, 293A and 293B of the Act, to subscribe, contribute or guarantee money for any national, charitable, benevolent, public, general or useful object of funds or for any exhibition.

20. To undertake and execute any trusts the undertaking whereof may seem desirable either gratuitously or otherwise in connection with the main business of the company.

21. To establish and support or provide aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the company or its predecessors in business or the dependents or relations of such persons and to grant pensions and allowances and to make payments towards insurances.

22. To take up the management of any company situated in the Union of India engaged in similar business for furthering the main objects of the company.

23. To procure the company to be registered, legalised, domiciled or recoganised in any country or place and to procure its incorporation in a like

character as a society or otherwise in any country or place and to carry on its business or any portion of its main business or objects in any country or place.

24. To pay all or any costs, charges or expenses whatsoever preliminary, incidental or relating to the promotion, formation registration or establishment to this or any other such company or to the raising, subscription issue, settlement or quotation in any stock exchange of any portion of the original or future share, loan or other capital of this or any other company and to remunerate by commission, discount or otherwise any person or company for rendered in placing or assisting to place any of such share capital, debentures, stocks or securities or obtaining r to assisting or to obtain a settlement or quotation of the same in any stock exchange for any services, preliminary, incidental or relating to or in connection with the promotion, formation, registration or establishment of this or any such other company and to charge any payment of remuneration to capital or revenue account.

25. To lay out, advance, invest the Company's money with such persons or companies and in or upon such investments or securities in such manner as may be expedient.

26. To vest any movable or immoveable property, rights or interests acquired by or received or belonging to the company in any person or persons or company on behalf of or for the benefit of the company and with or without any declared trust in favour of the company.

27. To import, buy, exchange, alter, improve and manipulate prepare for market and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, substances materials and things necessary or convenient for carrying on the main objects of the company.

28. To purchase, or otherwise acquire, build, carry out, equip, maintain, alter, improve, develop, manage, work, control deal in and superintend any factories, plants, warehouses, workshops, sheds, offices, shops, stores, buildings, machinery, apparatus and houses, wharves, furnaces, crushing works and conveniences which may seem calculated directly or indirectly to advance the interest of the Company and to join with any other such person or company in doing any of this operations.

29. Subject to Section 100 to 105 of the act, to distribute among the members in specie or otherwise any property of the company or any proceeds of sale or disposal of any property of the company in the event of winding up but so that no distribution amounting to a reduction of capital be expect with the sanction if any for the time being required by the Companies Act, 1956.

30. To distribute as dividend or bonus among the members or to place reserves or otherwise to apply, as the company may, from time to time think fit any money received by way of premium on shares or debentures issued at a premium by the company and any moneys received in respect of forfeited

shares and moneys arising from the sales by the company of forfeited shares, subject to the provisions of the Companies Act, 1956.

31. To employ agents or experts to investigate and examine into the condition, prospects, value, character and circumstances of the main business concerns and undertaking of any assets, properties or rights which the company purpose to acquire.

32. To create any reserve fund, sinking fund, insurance fund or any other such special fund whether for depreciation repairing, improving, research extending or maintaining any of the properties of the company or for any other such purpose conducive to the interest of the company.

33. To send out to foreign countries, its directors, employees or any other such person or persons for investigating possibilities of main business or for procuring and buying any machinery or establishing trade connections or for promoting the interests of the company and to pay all expenses incurred in connection.

34. To agree to refer to arbitration any dispute, present or future, between the company and any other such company, firm, individual or any such other body and to submit the same to arbitration in India or abroad either in accordance with India or any foreign systems of law.

35. To appoint agents, sub-agents, dealers, managers, canvassers or representatives for transacting all or any kind of the main business which this company is authorised to carry on and to constitute agencies of the company in India or any other country to establish offices and agencies in different part of the world.

36. To do all or any of the above things in any part of the world as principals, agents, contractors, trustees or otherwise either alone or in conjunction with others and either by or through agents.

37. To take all such other steps and to do all other acts as may be necessary incidental conducive to the attainment of the main objects or any of them.

38. To accept deposits subject to section 58A, 292, 293, 295 & 370 of the Companies Act, 1956, and Rules made thereunder and direction of Reserve Bank of India for any period of time and pay interest thereon and issue fixed deposits, receipts, borrow money, take or give loan, promissory notes and such other securities for the same and keep floating cash credit or such other accounts with or without interest and to lend or allow loans or overdraft thereon to the depositors and charge interest thereon.

39. To acquire and takeover either the whole of any part or the business goodwill, trademarks, patents and property, assets and liabilities of any

person or persons, company, partnership firms or corporation carrying on the main business of the company.

40. To acquire, takeover and undertake the whole or any part of business as a going concern along with all assets, liabilities, licence, quotes, rights, entitlements from any person, firm or company, to enter into partnership or into any arrangements for sharing profits, union of interest, co-operation, joint ventures, reciprocal concessions or otherwise with any person or company carry on or engaged in, or about to carry on or authorised to carry on or engage in or any business or transaction capable of being conducted so as to directly or indirectly benefit this company and to guarantee the contracts of or otherwise assist any such person or company and to take or otherwise acquire shares and securities of any such company and to sell, hold, re-issue, with or without guarantee or otherwise deal with the same.

41. To open accounts with bank or financial institution and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, hundies, bills of lading, warrants, debentures and such other negotiable or transferable instruments of all types and to buy the same.

42. To remunerate any person or company, for services rendered or to be rendered in or about the formation or promotion of the company or the conduct of its business, subject to the provisions of section 314 of the Act.

43. To undertake and execute any trusts, the undertaking of which may seem desirable, either gratuitously or otherwise, for the attainment of the main objects of the Company.

44. To enter into and adopt pre-incorporation contracts in connection with the business of the Company and to issue share against the expenses incurred prior to the incorporation.
45. To acquire, invest or form joint ventures or strategic alliance with any other person/body/bodies corporate incorporated in India or abroad for achieving the objectives given above.

(C) THE OTHER OBJECTS ARE:-

1. To carry on the business of manufacturing chemicals, wholesale and retail druggists, importers, exporters and manufacturers, makers, refiners, processors or formulators of and traders and dealers in pharmaceutical, medicinal, chemical biological, immunological, therapeutic contraceptive and preparations, substances, materials and articles of all kinds and classes whether simple, compound or otherwise and whether proprietary or otherwise and materials dressings, apparatus and contrivances of every description and for any purpose, including in particular but without limiting the generally of the foregoing, scientific, medical, dental, veterinary, agricultural, horticultural, fishery and forestry purposes, surgical and scientific instruments and appliances.

2. To manufacture, produce, refine, process, formulate, buy, sell, export or import or otherwise deal in all classes and kinds of chemicals including without limiting the generality of the foregoing laboratory and scientific chemical, chemicals of any nature used or capable of being used in the pharmaceutical industry, agricultural chemicals, fertilizers, petro-chemicals, industrial chemicals or any mixtures, derivatives compounds thereof.

3. To carry on the business as laboratory proprietors, breeders importers and exporters of and dealers in live or dead animals to act as analytical and consulting chemists and to undertake analytical and research work of any kind.

4. To carry on the business of manufacturers of and dealers in disinfectants, vermifuges, fungicides, insecticides, pesticides and remedies of all kinds for agricultural fruit-growing or other purposes or as remedies for humans or animals and whether produced from vegetable or animal matter or by any chemical process.

5. To carry on the business as manufacturers of and dealers in dyes, dyestuffs, dye-wares gases, plaster of Paris' gypsum, plasters, salt acids, alkalies, tannin, essences, cordials, oils, paints, isinglass, colours, glues, gums, pasters, pigments, varnishes, organic or mineral intermediates, compositions and laboratory reagents.

6. To manufacture and deal in solar electric equipments.

7. To carry on the business as manufacturers, importers exporters of and dealers in scientific, laboratory, technical, pharmaceutical pressed glassware, kitchenware bottles, flasks, stoppers, tumblers, mirrors and such other varieties of glassware of all types.

8. To carry on the business of mine owners, manufacturers, importers and exporters of, traders, and sellers in particular china clay, ball clay, quartz, feldspar, fire clay gypsum, bauxite, kyanite, stalite, bentonite silliminate, dolomite, magnetite, calcite, lime stone, chrome, zirconium, graphite, manganese, redoxide, yellow orchere, kisselghure or other associate mineral and chemicals, needed for manufaturing, producing and dealing in all ceramic products particularly pottery products and refractory products such as fire bricks, silica refractories, insulating refractories, magnesite refractories, fire cement and mortars, bricks, titles, sewer pipes, drain pipes, lime, cement, artificial stones, glaes and enamal products thereof.

9. To carry on business as brewers, distillers and manufacturers of and merchants and dealer in vinegar, acetic acid, glucose, wines, spirits, beer porter, malt, hops, grain, meal yeast, aerated water, carbonic acid gas, mustard pickles, sauces condiments of all kinds, cocoa, coffee and preservers.

10. To carry on business of importers, exporters, stockists, suppliers and manufacturers, of and dealers in commercial industrial and domestic plastics and plastic products of any nature substance and form and of any raw material such as styrene, vinyl-chloride, poly-vinyl, polyethylene, polyrefins, polyurethene vinyl acetate and copolymers and other allied materials, acrylics and polyesters poly carbonates and polythers and epoxy resins and compositions, silicons resins and P.F.U.F. and other thermoplastic moulding compositions in prefabricated shapes, cellulosic plastic and such other thermosetting and thermo-plastic materials (of synthetic or natural origin), colouring materials, plastic and resin material and adhesive compositions.

11. To carry on the business of manufacturers, importers and exporters, traders and dealers in or otherwise engage in ceramic refractory and plastic (such as PVC, PE, bakelite, urea, formaldehyde) such as fibre glass, glass wool, fire clay, regractories insulations, cement of all types, glass chinawares, porcelain wares, earthenwares stonewares, terracotta, plastic moulding and extrusion and all type of any such class such as crockery wares, table wares, glasswares figures and statues, artificial teeth electrical insulators, sanitarywares glazed or unglazed titles, laboratory, hospital and industrial requisites, sparking plugs, drainage and water supply pipes refractory and insulation cements, bricks and such other shapes and linings of all types and all such other types and kinds or any class of plastic heavy clay and ceramic products.

12. To organise, run, maintain, operate, promote the business of interior decorators furniture and carpet designers and manufacturers, boutiques, operators of fashion centres, fashion shows and to make, acquire, deal in any way in handicrafts, objects of art, precious stones, jewellery whether artificial or otherwise and articles where in precious stones may be used, textiles fabrics and to manufacture and deal in any products as are dealt in by boutiques, fashion shows and interior decorators.

13. To establish experimental farms and research stations anywhere in India for conducting experiments, test and research for developing better qualities food grains and agricultural products and for developing milk in strain cattle by cross breeding or otherwise and increasing egg laying capacity in poultry and also for finding other ways and means of improving other agricultural crops, produce, seeds, fodder crops and cattle feed of all kinds.

14. To carry on the business as general, commercial, colour crafts and process printers lithographers engravers, dyemakers, publishers or newspapers, books, magazines, art and musical production, plan and chart printers, press and advertising agents contractors, ink, dye, colour and chemical manufacturers, manufacturers of metal and other signs and manufacturers of and dealers of containers and components and machinery and manufacturers of and dealers in printing machinery, type and all printers suppliers, book binders and stationers and dealers in all kind of supplies and equipment for mercantile and such other uses thereof.

15. To carry on the business as manufacturers and dealers in and sellers of electronic, and software components and equipments, audio products, video products electronic calculators digital products micro processor based systems, minicomputers, communication equipment and process control equipment, instrumentation and industrial and professional grade electronic and computer equipments and computer software development and computer added systems.

16. To carry on business as manufacturers and importers of and dealers in abrasive material and wheels and cutting and welding equipment, bellows, belting belt fasteners, belt dressings, blow lamps, blue print requisites, boiler compound and fluids, softening apparatus, testing apparatus, drawing instruments, emery paper and cloth, steam, water and engine packing, washers asbestos, fibre, rubber and composition jointings, boiler and pipe covering and engineers and wood workers, suppliers, requisites and equipment of all descriptions.

17. To carry on the business of importers and exporters of goods or merchandise of any description or to act as contractors, shippers, underwriters, commission agents, brokers, estate agents, hardware merchants, traders and dealers in articles of any type and the business of hire purchase.

18. To stand guarantor and be surety or answerable for the debts or defaults of any person firm or company arising on contracts for payments or repayments of moneys or loans or the fulfillment of any obligations or performances of any such person, firm or company and to enter into contracts of indemnity or guarantee upon such terms and conditions as may seem necessary or expedient for effecting the same.

19. To act as agents and brokers for sellers, buyers, exporters, importers manufacturers merchants, tradesman, insurers and to undertake and carry out agency work of any king and to transact all matters of agency and commission business.

20. To act as stockists, commission agents, manufacturer's representatives or agents, selling and purchasing agents, distributors, brokers, trustees, and attorneys and to establish branches at places in and/or outside India, as the Company may think fit, subject to the provisions of law.

21. To carry on business as insurance agents in respect of all classes of insurance such as marine, fire, accident, burglary, workmen's compensation indemnity and motor.

22. To carry on business as house, land and estate agents, builders and developers and to arrange or undertake the sale purchase, of, advertise for sale or purchase, assist in selling or purchasing and find or introduce purchasers or, vendors of and to manage lands, buildings and other such

property, whether belonging to the Company or not and to let any portion of any premises for residential, trade or business purposes, or other private or public purposes and to collect rent and income and to supply to tenants and occupiers and other, refreshments, clubs, public halls, messengers, lights, waiting rooms, reading rooms, meeting rooms, lavatories, laundry conveniences, electric conveniences, garages and other such advantages thereof.

23. To carry on the business of general printers, lithographers, stereotypers, electro typers, photographic printers, photo-lithographers, engravers, diesinkers, envelops manufacturers, book binders, account book manufacturers, machine rulers, numerical printers, paper makers, paper bag makers, cardboard box makers, board containers carton and cardboard manufacturers, type founders, photographers, manufacturers of and dealers in carbon paper, sensitised paper, chemically treated paper, litmus paper, photographic paper, glass paper, emery paper, ribbons, inks, pencils, fountain pens, playing, visiting, festive complimentary and fancy cards, calendars, manufacturers of dolls, articles and moulding from papier-mache celluloid bakelite and dealers in the materials used in the manufacturers of paper.

24. To promote companies associations with or without limited liability and to take or otherwise acquire and hold share and debentures in such company or association or any other such company carrying on business in India or elsewhere whether promoted by this Company or not and to appoint any director, trustee, accountant or agent.

25. To manufacture, produce, refine, process, formulate, mix or otherwise acquire, invest in, own, hold, use, lease, mortgage, buy, sell, exchange, distribute, assign, transfer or otherwise dispose of trade, deal in and with, import or export any and all classes and kinds of agricultural chemicals, fertilizers, manures, their mixture and formulations, petro-chemicals, industrial chemicals, laminates and all classes and all kinds of chemicals, source material, ingredients, mixtures derivatives an compounds thereof and industrial and other such preparations of products arising from or required in the manufacture, refining, of any kinds of fertilizer, manures their mixtures and formulations and any type of fats, dips, sprays, vermifuges, insecticides, germicides its disinfecting, preparations, fumigators, medicines and remedies of all kinds for agricultural, tree and fruit growing gardening and other purposes or as remedies for human and animals and whether produced from vegetable, mineral, gaseous, animal or any other such materials or substances fall upon by any process whether chemicals, mechanical, electrical or otherwise.

26. To carry on the business as manufacturers of an dealers in dyes, plaster of Paris gypsum, plasters, salt, acids, alkalies, tannins, essences, cordials, oils, paints, isinglass, colours, glues, gums, organic or minerals intermediates, compositions and laboratory reagents and any by products made therefrom.

27. To carry on the business of and deal in either as principals or agents by sale purchase or by letting, hiring or otherwise and to enter into and take over, negotiate or otherwise acquire any contracts or contracts for trawlers, deep sea fishers, fish carriers, fishcurers, wholesale and retail fish merchants, cold storage keepers, warehouse mean, utilizers of fish refuse, marine store-keepers, driver, auctioners, accessors, wharfingers, carriers and forwarding agents and also to carry on the business as manufacturers, importers and exporters of boats, ships and other imlements apparatus, instruments and procession and canning of the products of the Company and all other such branches of business related thereto.

28. To carry on the business of hotel, restaurant, café, tavern, beer-house refreshment room and lodging-house keepers, licensed victuallers, wine, beer and spirit merchants, brewers, malters, distillers, importers and manufacturers of aerated, mineral and artificial water and such other drinks, purveyors, cinemas an show business caterers for public amusements generally proprietors of motor and such other vehicles, of all types garage proprietors, livery stable keepers, jobmasters, dairymen merchants, importers, and brokers of food, live and dead stock and local and foreign produce of all descriptions, hair-dresser, perfumers, chemists, proprietors of clubs, bath, dressing rooms, laundries, reading, writing and newspaper rooms, libraries, grounds and places of amusement, recreation, sport, entertainment and institutions of all kinds, tobacco and cigar merchants, agents for railway, shipping and air plane companies and carriers, cinema, theatrical and opera box proprietors.

29. To undertake and carry on the trades and business of shippers, ship-owners, ship brokers, shipping agents and insurance-agent, shipping mangers, tug-owners, warehousemen, wharfinger, salvors, ship builders, ship repairers, manufacturers of and dealers in nautical instruments and ship's rigging, gear fittings, and equipments of every descriptions and to establish, maintain and operate shipping transport services (public and private) and all ancillary services and for this purpose or as an independent undertaking to purchase, take in, exchange, charter, hire, build, construct, or otherwise acquire, and to own, work, manage and trade with steam ailing motor ships, trawlers, difters, tugs and vessels or any shares or interests in ships, vessels including shares, stocks or securities or companies, possessed of or interested in any ships and to maintain repair, fit out, refit improve, alter, exchange or let out on hire-purchase or charter or otherwise deal with and dispose of any of the ships.

30. To undertake any advisory, technical, managerial, consultancy of similar works.

31. To carry on in all its branches the business of producers, manufacturers, purchasers processors, refiners, importers exporters, sellers of and dealers in cement, asbestos products, alumina cement, portland cement lime and lime- stone, kankar plaster, gypsum board, plastic board, artificial stone and

materials of every kind used in the manufacture thereof whitening clay, concrete, gravel, sand, sacks, bricks, tiles and to deal in building materials of all kinds and all materials analogous to or connected therewith and the business of miners metallurgists, builders, contractors, quarry owners and to purchase and vand all materials, raw products or otherwise and ll articles in any way connected with the said business and to acquire, erect, construct, establish, operate and maintain cement factories limestone quarries, workshops and such other works related thereto.

32. To carry on the business as manufacturers of and dealers in coltar, carbon black of all kinds, fibre and films and all kinds of organic chemical products and to manufacture from coal, coke and other solid, liquid and gaseous fuels by any process such as distillation or hydrogeneration of coal, water, gas, and other gases and to carry on the distillation of coal-tar for the production of coaltar chemicals and products of all kinds.

33. To acquire, take over, promote establish and carry on the business of seed crushers and manufacturers of linseed, cotton and such other cakes, oil extractors by crushing or by chemical or any other processes, cake and oil manufacturers, oil refiners manufacturers of floor coverings of every description, makers and manufacturers of cattle food and feeding and fattening preparation of every description, makers and manufacturers of artificial manures and fertilizers of every description, soap manufacturers, grain and seed merchants flex hay, straw and fodder merchants, nursery, shipowners, lightermen, carriers by sea and land, dock owners, wharfingers, varnish makers candle makers and stearing manufacturers.

34. To carry on business as timber merchants, sawmill proprietors and timber growers and to buy, sell, grow, prepare for market, manipulate, import, export, and deal in timber and wood of all kinds and so far as may be deemed expedient and to buy, clear plant and work timber estates.

35. To carry on the business of manufacturers of and dealers in rubber, plastic tubes and films and moulded goods of all kinds and for all purposes and in bottles, containers, tubes, wrapping materials and plastic products, transmission belts and similar industrial articles, pipes, tubes, hoses, rubber containers and rubber lined vessels, tanks, equipment, electric products, shoe products, and parts thereof, ethyl, rubber products and parts, toys, insulating materials and all other such blown, moulded extruded, calendered and dipped goods articles thereof.

36. To carry on the business of producers, manufacturers and dealers of benzene, toluenc,e cyclohexane, cyclohexanon and phenol from mineral vegetable, chemical or such other substances in any way or by any process or processes.

37. To carry on business of manufacturers of and dealers in all kinds and classes of paper, board and pulp, photographic paper, glass paper paste boards,

card boards, straw boards, pulp boards, leather boards, mill boards, corrugated boards, duplex and triplex boards, hard boards, ply-wood boards, soda pulp, sulphite pulp, chemical and semi chemical pulp and such pulp as is manufactured from all types of raw materials, such as timber, bamboos, grasses, sugar-cane, bagasse, cotton liners, cotton waste and all kinds of coated papers with all types of materials, resins and plastics.

38. To carry on business of hide and leather merchants, leather manufacturers, tanners and curriers, dealers in all kinds of leather, hides, skins and all other such articles whether produced or used by tanners and curriers.

39. To carry on business of manufacturers, exporters, repairers, dealers, importers of all types of automobiles, automobile parts, such as steering gears, transmission gears, pinion sets, complete differentials, engine valves, piston pins, cylinder sleeves, cylinder heads circlips, connecting rods, gaskets and all components, machinery parts, equipments, accessories for all articles and things referred to above and all other such materials, equipments and stores used therein or in relation thereto.

40. To carry on the business of manufacturers, importers, exporters and dealers in tubes, pipes and pipe fittings of steel brass, copper, cast iron, rubber, polythene aluminium, stainless steel and to undertake and execute any work involving the supply, erection, designing, fabrication of any kind of pipes, pipework, fittings tabular structures, pipework systems and supply of engineering know-how. Subject to the Approval of RBI under RBI Act, 1934.

41. Subject to the approval of RBI, under Reserve Bank of India Act, 1934 as amended by RBI (Amendment) Act 1997, to carry on the business of a Company established with the object of financing industrial enterprises with in the meaning of Section 370 of the Companies Act, 1956, and to make loans, give guarantees and provide securities to any other such Company or not provided that the Company shall not carry on banking business with in the meaning of Banking Regulation Act, 1949.

42. To carry on the business of electrical engineers, electricians, contractors, manufacturers, constructors, suppliers of an dealers in electrical and such other appliances, of all types of cables, wirelines, dry cells, accumulators lamps, power supplies, constant voltage transformers, and works and to generate, accumulate, distribute and supply electricity for the other such purpose light heat motive power and for all other such purposes for which electrical energy can be employed and manufacture and to deal in all apparatus and things required for or capable of being used in connection with the generation, distribution, supply, accumulation and employment of electricity including in the term electricity all power that may be directly derived therefrom or may be incidentally hereafter discovered in dealing with electricity.

43. To conduct, carry on and manage the business as brewers, manufacturers of and merchants and dealers in whisky, gin, rum, brandy and general distillers, compounders and rectifiers or traders or growers, of hops and corn and merchants thereof, exporters, brokers, bottlers, bottle makers, bottle stopper markers, sales agents and general traders in relation to the marketing and distribution at home and abroad, wines, liquors, aerated and mineral waters and all products derived from the cultivation of grapes and to undertake, perform and carry out all or any of the operations ordinarily undertaken by distillery proprietors, wine, growers, merchants, contractors and shippers or by persons or companies engaged in such business.

44. To carry on the business of manufacturing, spinning, texturising, weaving, ginning, pressing, importers, exporters buyers, sellers and dealers of man made synthetic fibers and filament Yarns such as viscose, nylon, polyester, acrylic, polypropylene, Poly Vinyl Chloride and such other olefin, materials industrial and technical yarns, tyre yarns, tyre cords, tyre cords fabrics, all other types of industrial and such other fabrics, films and sheets, webs, stape fibre yarn, acrylic and metallic yarn, glass fibre, cellutlose, cotton, flex, jute, hemp, silk, artificial silk, rayon, linen, wool and any other such man made chemical synthetic and or natural fibres and fibrous materials and the cultivation or production thereof and all other such materials, equipment, store, used therein or in relation thereto and their intermediary products such other allied products or substances or substitutes for all or any of them and the business of manufacturing, bleaching, printing, dyeing, combing and dealing in yarn, cloth, linen and other goods and fabrics whether textile, netted or looped and to transact all manufacturing or curing, preparing processes in connection therewith.

45. To carry on the business as manufacturers and dealers in polyester stable fibre polyester filament, polypropylene staple fibre, polyacrylonitrile stable fibre, PVC staple fibre and or filaments, PVC sheets, plastics, man-made leather and coated fabrics and non-wovens.

46. To manufacture, import, export and otherwise deal in caprolactum, nylon salts, or other monomers, catalysts, acids, ethylene, glycol, polyvinyl chloride acetone, carbon disulphide, plastercizers, stabilizers, dulling agents, pigments all types of organic and inorganic, heavy chemicals fine chemicals, photographic chemicals and such other chemical substances of all kinds, whether basic intermediate, finished or otherwise.

47. To carry on the business as manufacturers of and dealers in polymers, monomers elastomers and resins of all types, grades and co-polymer formulations and in all forms such as powder, flakes, granules, films, sheets, tubes, fibre pipes, laminates or as processed goods and including specifically polythene, polypropylene polymethyl, polystyrene, polyvinyl, acetate, methacrylate, epoxy resins, alkyd resins, melamine, polysters, such as polyethylene-terehthalate and polythene, Isophthalate or any other such or new substances being improvements upon modifications of or being derived

from additions to petrochemicals or such other products resulting from any processes.

48. To carry on the business as manufacturer of and dealers in, importers and exporters filaments, pigments, dyestuffs and dying auxillaries, essences, cordials, acids, alkalis tannis, pharmaceutical, sizing, medicinal, chemical, petrochemicals industrial and other such preparations and articles of any kind waxes, natural and synthetic industrial solvents and pasting agents and special chemical substances, oils, paints, pigments and varnishes, organic or mineral intermediaries, paints and colour grinders:

49. To refine, treat and render merchantable and fit for use, natural deposits of salt brine, nitron, soda, kieselghur nitrate and other chemical substances of all kinds obtained as aforesaid and to manufacture herefrom by any electrolytic metallurgic or other forms of plant or process or every king of chemical and such other products and by products thereof.

50. To own work, erect, install, develop, maintain, equip, repair, alter and to extend purchase, sell, exchange or otherwise deal in plants and machinery, spinning mills weaving mills or any other factory for pressing, ginning, preparing, combing, carding, scouring, mixing, processing, spinning, weaving, twisting, throwing, bleaching, mercerising, printing, dyeing, or finishing rayon, staple-fibre main made or natural staple fibre, yarn, raw silk, silk yarn, waste silk, nylon, man-made synthetic fibres cotton, flex, jute, hemp, wool, hessian, linen or nay other such textile or fabrics and material of any description and kind and to supply and sell to any person, firm body corporate whether in India or elsewhere, technical information, know how, processes, engineering, manufacturing and operating data paints, layouts, blue prints, projects useful for the design, erection and operation of the plants and machinery relating to the business as mentioned herein before and to sell or dispose of any grants or licences and such other rights and benefit in the foregoing matters and things.

51. To carry on the business of general merchants.

52. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of the national economy and for discharging what the Directors may consider to be social and moral responsibility of the Company to the public or any section of the public as also any activity which the Directors consider likely to promote national welfare or social, economic and moral uplift of the public or any section of the public in such manner as the directors may think fit.

53. To undertake, carry out, promote, sponsor rural development comprising any programme for the betterment of people in any rural area with a view to promote the social and economic status of the masses in those areas and to incur any expenditure on any rural development programme and to assist execution and promotion thereof whether directly or indirectly or in any other

such manner of all type and to transfer with or without consideration or at a concessional value and divert the ownership of any property of the company in favour of any public body or institution or trust engaged in the execution of rural development programmes as approved by the Central Government or state or any other such appropriate authority related thereof.

54. To carry on and undertake the business of finance and hire purchase, leasing and investment, subject to the approval of R.B.I. Act, 1934 as amended by RBI (Amendment) Act 1997.

IV. The liability of the members is Limited.

V. The Authorised Share Capital of the Company is Rs. 10,00,00,000/- (Rs. Ten Crore) divided into 1,00,00,000 (One Crore) Equity Shares of Rs. 10/- (Rs. Ten) each.

We, the several persons whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Memorandum of Association and respectively agree to take the number of shares in the capital of the company set opposite our respective names:

Sl. No.	Name, address, description and occupation of each subscriber	No. of equity shares taken by each subscribers	Signature of subscriber	Signature of witness with address, description and occupation
1.	For Television Eighteen India Ltd. Regd. Off.: B-2, Kailash Apartments, New Delhi-110 048 (Business) Through Anil Srivastava Company Secretary	10 (Ten)	Sd/- (Anil Srivastava) For Television Eighteen India Ltd.	Witness for both. Sd/- (SACHIN GUPTA) S/o Sh. V K Gupta R/o RU-462, Pitam Pura, Delhi-110 034 (C.S. Management Trainee)
2.	Raghav Bahl S/o Sh. P. N. Bahl B-2, Kailash Apartments New Delhi-110 048 (Company Executive)	1 (One)	Sd/-	

Dated: 16th March, 2000
Place: NEW DELHI

(THE COMPANIES ACT, 1956)
(PRIVATE COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF

e-Eighteen.com Limited

PRELIMINERY

1. Subject to hereinafter provided the Regulations contained in Table 'A' in the First Schedule to the Companies Act, 1956 shall apply to the Company.

INTERPRETATION

2. (1) In these Regulations:-

(a) "Company" means **e-Eighteen.com Limited**
(b) "Office" means the Registered Office of the Company.
(c) "Act" means the Companies Act, 1956 and any statutory modifications thereof.
(d) "Seal" means the common seal of the Company.
(e) "Directors" means the Directors by whatever name called.
(f) * "Promoters" mean collectively Television Eighteen India Limited and Raghav Bahl.
(g) * "VC Investor" means ICICI Global Opportunities Fund L.L.C. a limited life company registered in Mauritius.
(h) * "Investment Agreement" means the Investment Agreement dated September 12, 2000 entered into between the Company, the Promoters and the VC Investor.

(2) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force.

SHARES

3. ** *[The Authorised Share Capital of the Company is as mentioned in Clause V of the Memorandum of Association of the Company with power of the Board of Directors to sub-divide, consolidate and increase and with power from time to time, issue any shares of the original capital with and subject to any preferential, qualified or special rights, privilege or condition as may be, thought fit, and upon the sub-division of shares apportion the right to participate in profits in any manner as between the shares resulting from sub-division.*

3A. The Company shall have the power to issue convertible/non-convertible Debentures subject to the provision of the Act and the approval of the appropriate authorities, if any.

3B. Subject to the provisions of the Act, it shall be lawful for the company to issue at a discount, shares of a class already issued.

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* Inserted vide EGM held on September 12, 2000
** Amended vide EGM held on May 2001

3C. Subject to the provisions of these Articles, the shares shall be under the control of the Directors who may allot or otherwise dispose off the same on such terms and conditions and at such time as the Directors think fit and with power to issue any shares as fully paid up in consideration of any property, goods or machinery supplied, sold or transferred or for services rendered to the Company in its formation or otherwise, provided that where the Directors decide to increase the issued capital of the Company by the issue of further shares, the provisions of section 81 of the Act will be complied with. Provided further that the option or right to call of shares shall not be given to any person except with the sanction of the Company in general meeting.

3D. The Company may, subject to compliance with the provisions of Section 76 of the Act, exercise the powers of paying commission on the issue of shares and debentures. The commission may be paid or satisfied in cash or shares, debentures or debenture stock of the Company.

3E. The Company may pay a reasonable sum as brokerage, subject to the ceiling prescribed under the Act.

CALLS

*4. **[The Directors may, from time to time, subject to the terms on which any shares, may have been issued, make such calls as they think fit, upon the members in respect of all the monies unpaid on the shares held by them respectively, and not by the conditions of allotment thereto made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at times and places appointed by the Directors. A call may be made payable by installments.*

4A. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call is passed.

4B. Not less than 30 (Thirty) days notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

4C. If by the terms of issue of any share or otherwise, the whole or part of the amount of issue price thereof is made payable at any fixed time or by installments at fixed times, every such amount of issue price of installment thereof shall be payable as if it was a call duly made by the Directors, and of which due notice had been given and all the provisions herein contained in respect of calls shall apply to such amount or issue price or installments accordingly.

4D. If the sum payable in respect of any call or installment be not paid on or before the day appointed for the payment thereof the holder for the time being of the share in respect of which the call shall have been made or the installment shall be due, shall pay interest for the same at the rate of 15 (Fifteen) percent per annum, from the day appointed for the payment thereof to the actual payment or at such other rate as the Directors may determine but they shall have power to waive the interest payment thereof wholly or in part.

4E. On the trial or hearing of any action or suit brought by the Company against any member or his representative to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is, or was when the

** Amended vide EGM held on May 15 2001

claim arose, on the Register of members of the Company as a holder, or one of the holders of the number of shares in respect of which such claim is made, that the resolution making the call is duly recorded in the minute book and that the amount claimed is not entered is paid in the books of the Company, and it shall not be necessary to prove the appointment of the Directors who made any call nor that a quorum of such Director was present at the meeting at which any call was made nor that such meeting was duly convened or constituted, nor any other matter whatsoever; but the proof of the matters aforesaid shall be conclusive evidence of the debt.

4F. The Board may, if it thinks fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the money so paid or satisfied in advance, or so much thereof as, from time to time, exceeds the amount of calls then made upon the share in respect of which such advance has been made, the Company may pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, 12 (Twelve) percent per annum as the member paying such sum as advance and the Board agree upon. Money so paid in excess of the amount of call shall not rank for dividends or confer a right to participate in profits. The Board may at any time repay the amount so advanced upon giving such member not less than three months notice in writing.]

FORFEITURE AND LIEN

5. "[If any member fails to pay any call or installment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call of installment remains unpaid, serve notice on such member requiring him to pay the same together with any interest that may have accrued and expenses, that may have been incurred by the Company by reasons of such non-payment.

5A. The notice shall name a day (not being less than 30 days from the date of the notice) and a place or places on and at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in event of non-payment at or before the time, and place or places appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited.

5B. If the requirement of any such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may, at any time thereafter before payment of calls or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share not actually paid before the forfeiture. Subject to section 205A of the Act, neither the receipt of the Company of a portion of any money which shall, from time to time, be due from any member of the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such share as herein provided.

5C. When any shares shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register but no forfeiture shall

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** Amended vide EGM held on May 15, 2001

be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

5D. Any share so forfeited shall be deemed to be the property of the Company, and the directors may sell, re-allot or otherwise dispose off the same in such manner as they think fit.

5E. The Directors may, at any time before any share so forfeited are not sold, re-allotted or otherwise disposed off, annul the forfeiture thereof upon such conditions as they think fit.

5F. Any member whose shares have been forfeited shall notwithstanding such forfeiture, be liable to pay and shall forthwith pay to the Company all calls, installments, interest and the expenses, owing upon or in respect of such forfeited shares at the time of all installments, interest and together with interest thereupon, from the time of the forfeiture until payment at 15 (Fifteen) percent per annum or such other rate as the director may determine and the Directors may enforce the payment thereof without any deduction of allowance for the value of shares at the time of forfeiture but shall not be under any obligation to do so.

5G. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share, and all other rights incidental to the share except only such of those rights as by these Articles are expressly saved.

5H. A duly verified declaration in writing that the declarant is a Director of the Company and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof, shall constitute a written title to such shares.

5I. The Company shall have a first and paramount lien upon all the shares (not fully paid up) registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares, and no equitable interest in any share shall be created. Unless otherwise agreed, the registration of a transfer of shares, shall operate as a waiver of the Company's lien, if any, on such shares.

5J. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have elapsed and until notice in writing of the intention to sell shall have been served on such member, his committee, curator bonis or other person recognised by the Company as entitled to represent such member and default shall have been made by him or them in the payment of the sum payable as aforesaid for thirty days after such notice. The net proceeds of any such sale shall be applied in or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable by such member, and the residue (if any) paid to such member, his executors, administrators, or other representatives or persons so recognised as aforesaid.

5K. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers by these presents given, the Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the shares sold and after his name has been entered in the Register in respect of such shares his title to such shares shall not be affected by any irregularity or invalidity in

the proceedings in reference to such forfeiture, sale or disposition, nor impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

5L. Where any shares under the powers in that behalf herein contained are sold by the Directors and the Certificate thereof has not been delivered to the Company by the former holder of the said shares, the Directors may issue new certificate in lieu of certificate not so delivered.]

CERTIFICATE

6. "[The certificate of title to shares shall be issued under the Seal of the Company.

6A. Every member shall be entitled free of charge to one or more Certificate in marketable lots for the shares of each class registered in his name or, if any member so wishes, to several certificates each one or more of such shares. Unless the conditions of issue of any shares otherwise provide the Company, shall either within two months after the date of allotment and on surrender to the Company of its letter making the allotment or its fractional coupons of requisite value (save in the case of issue against letters of acceptance or of renunciation or in case of issue of bonus shares) or within one month of receipt of the application for registration of the the transfer, sub division, consolidation, renewal or exchange of any of its shares, as the case may be, complete, and have ready for delivery the certificate of such shares. Every certificate shall mention the person/entity in whose favour the certificate is issued, the shares to which it relates and the amount paid thereon. Particulars of every certificate issued shall be entered in the Register maintained in the form set out in the Companies (Issue of Share Certificate) Rules, 1960.

6B. (1) If any certificate of any share or shares be surrendered to the Company for sub-division or consolidation or if any certificate be defaced, torn or old, descrepit, worn-out or where the cages on the reverse for recording transfer have been duly utilised, then upon surrender thereof to the Company, the Board, may order the same to be cancelled and may issue a new certificate in lieu thereof, and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Board, and on such indemnity as the Board thinks fit being given a new certificate has been issued as aforesaid it shall state on the face of it and against the stub or counterfoil that it is issued as aforesaid and against the stub or counterfoil that it is issued in lieu of a share certificate or is a duplicate issued for the one so replaced and in case certificate issued in place of one which has been lost or destroyed, the word "duplicate" shall be stamped or punched in bold letters across the face thereof. For every certificate issued under this Article, there shall be paid to the Company such out of pocket expenses incurred by the Company in investigating evidence as the Board may determine.

6B. (2) No fee shall be charged for sub-division and consolidation of share and debenture certificates and for sub-division of letter of allotment and split, consolidation, renewal and pucca transfer receipts into denominations corresponding to the market units of trading, for sub-division of those which are old, descreipt or worn out, or where the cages on the reverse for recording transfers have been fully utilised. Provided that the Company may charge such fees as may be agreed by it with the Stock Exchange with which it's shares may be enlisted for the time being for issue of new certificates in replacement of those that are torn, defaced, lost or destroyed and for sub-division and consolidation of share and debenture certificates and for sub-division of letter of allotment and split, consolidation, renewal and pucca

" Amended vide EGM held on May 8, 2001

transfers receipts into denominations other than those fixed for the market units of trading. However, the company shall not sub-divide/ consolidate a share certificate comprising of shares other than the marketable lot.

JOINT-HOLDERS OF SHARES

6C. Where two or more persons are registered as the holders of share they shall be deemed to hold the same as joint-tenants with benefit of survivorship subject to provisions following and to the other provisions of these Articles relating to joint holders:-

(a) The Company shall not be bound to register more than three persons as the joint holder of any share.

(b) The joint holders of a share shall be liable severally as well as jointly in respect of all payments, which ought to be made in respect of such shares.

(c) On the death of any one of such joint-holders the survivor or survivors shall be the only person recognised by the Company as having any title to or interest in such share but the Board may require such evidence of death as it may deem fit.

(d) Only the person whose name stands first in the Register as one of the joint-holders of any share shall be entitled to delivery of the certificate relating to such share.]

TRANSFER AND TRANSMISSION OF SHARES

7. * SHAREHOLDERS' EXIT, TRANSFER, AND RELATED RIGHTS

Except as hereinafter provided no shares in the Company shall be transferred, unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

7.1 Pledge or Encumbrance of Shares of Promoters

The Promoters shall not pledge, mortgage, hypothecate, charge or otherwise encumber any of the Shares of the Company nor otherwise use such Shares as collateral for any purpose which could result in an involuntary Transfer of such Shares or any right, title or interest therein in favour of any person, including but not limited to, any lenders of the Company except with prior written consent of the Investors,

7.2 VC Investors' Right to Unencumbered Shareholding

The VC Investors shall not be required to pledge, mortgage, hypothecate, charge or otherwise encumber any part of shares of the Company held by it or otherwise offer any such shares as collateral for providing financial support to any third party, including but not limited to the lenders of the Company.

7.3 Restriction on Sale or Transfer of Shares by Promoters

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* Amended vide EGM held on September 12, 2000

7.3.1 The Promoters shall not sell or otherwise Transfer any part of their shares of the Company held by them directly or indirectly, except with prior written discretionary consent of the VC Investors.

7.3.2 The Promoter's "right to sell" with the prior approval of the VC Investors under Article 7.3.1 hereof shall be subject to the VC Investors' right of first refusal in accordance with the Article 7.3.3 and Articles 7.3.4 hereof. This right of first refusal shall cease to have effect on and from the date on which the IPO of the company's shares is accomplished. Further this right of first refusal will not be available to the VC Investors in the event the transfer of shares is *inter se* amongst the Promoters. However, any such transfer of shares *inter se* amongst the Promoters, shall require the prior approval of the VC Investors.

7.3.3 Any of the Promoters wishing to sell or Transfer any of their shares ('Sale Shares') of the Company under Article 7.3.1 hereof shall by notice in writing ("Transfer Notice") to the VC Investors, notify the VC Investors of the number of Sale Shares proposed to be sold or transferred by such Promoter(s) and the terms and conditions of the Transfer, including price ('offer price') and the name and other necessary particulars of the Purchaser. Within 21 days of receipt of such Transfer Notice, the VC Investors may agree to or refuse to buy the Sale Shares on terms and conditions (including the price) no less favourable than those intimated by the Promoter(s) in the Transfer Notice, and shall communicate the same to the Promoter(s). Failure by the VC Investor to communicate their decision to buy the Sale Shares within the said 21 days period shall be deemed to be a refusal to buy the Sale Shares. If the VC Investor fails to so communicate or otherwise communicate refusal to buy their shares, the Promoter(s) shall be free and fully entitled to sell and Transfer the Sale Shares to the proposed purchaser at no less than the offer price. Such sale and Transfer of the Sale Shares to the proposed purchaser shall be completed within 60 days thereafter. In the event of a failure to so consummate the sale within the stipulated 60 days period, the sale shall again be subject to the provisions of Article 7.3.2 and this Article.

7.3.4 If the VC Investor communicates its Agreement to buy the Sale Shares from the Promoter(s), the purchase shall be subject to applicable approvals of Government of India, Reserve Bank of India. The purchase of the Sale Shares should be completed by the VC Investor within 10 days of the necessary approvals being obtained. At such closure, the Promoter(s) shall deliver such lien free title to the Sale Shares being sold and the VC Investor shall pay the Promoter(s) in cash the Sale price per share. In the event the VC Investor fails to pay the offer price per share before the scheduled date of closure as aforesaid, the VC Investor shall be deemed to have refused to buy the Sale Shares and the Promoter(s) shall be free and fully entitled to sell and Transfer the Sale Shares to the proposed buyer at no less than the offer price. Such sale and Transfer of the Sale Shares to the proposed purchaser shall be completed within 60 days thereafter. In the event of a failure to so consummate the sale within the stipulated 60 days period the sale shall again be subject to the provisions of Article 7.3.2 and this Article.

7.4 Tag Along Rights of VC Investors

7.4.1 Without prejudice to the provisions of Article 7.3 hereof, in the event any of the Promoters propose to sell or otherwise Transfer any or all of the Shares of the

Company held by them directly or indirectly with the express prior written consent of the VC Investors, the concerned Promoters ("sale/Transfer") shall have the obligation to ensure that the proposed purchaser offers to purchase all Shares of the Company held by the VC Investors on terms and conditions no less favorable than the terms offered by the proposed purchaser to the Promoters, including, but not limited to the price per share. The VC Investors shall have the right but not the obligation to accept the said offer of the proposed purchaser. Provided however that, nothing contained in this Article shall apply to the Transfer of Shares *inter se* amongst the Promoters with the prior written consent of the VC Investors.

7.4.2 For the purpose of Article 7.4.1 hereof, the Promoters wishing to Transfer their Shares shall by notice in writing ("Transfer Notice") to the VC Investors, notify the VC Investors of the number of Shares proposed to be transferred by the Promoters and the terms and conditions of the Transfer, including price and the name and other necessary particulars of the Purchaser. Within 21 days of receipt of the Transfer Notice, the Investors may agree to or refuse to Transfer its Shares on the same terms and conditions (including the price) as the Promoters have intimated in the Transfer Notice, and shall communicate the same to the Promoters. Failure to communicate the same shall be deemed to be a refusal to transfer their Shares. Upon such refusal, the Promoters shall be entitled to consummate the sale to the Third Party within a period of 60 days thereafter on the terms and conditions contained in the Transfer Notice. In the event of a failure to so consummate the sale within the stipulated 60 days period, the sale shall again be subject to the provisions of Article 7.4.1 and this Article.

8. *** VC Investors right to Sell and Transfer Shares and Promoter's Right of First Offer.**

8.1 The VC Investors shall be always free and fully entitled to sell or otherwise Transfer any or all of their shares (and attendant interest) held in the Company to any person including independent third parties. Subject to the provisions of Article 8.3 and 8.5 hereof, until the accomplishment of the IPO of the Company's shares, the VC Investors' right to freely sell the shares shall be subject to the Promoters' right of first offer in accordance with the Article 8.2 hereof. This right of first offer shall cease to have effect on and from the date on which the IPO of the Company's shares is accomplished.

8.2 Subject to the provisions of Article 8.3 to 8.5 hereof, in the event any of the VC Investors wish to sell or Transfer, at any time, some or all of the shares of the Company held by it to any third party/parties, the VC Investor shall, prior to consummating such sale or Transfer, offer to sell such shares to the Promoters, on such terms and conditions as the VC Investor shall specify. If none of the Promoters accept such offer within ten working days from the date of offer (or do not consummate the purchase within twenty working days thereafter), the VC Investors will be free to sell or Transfer its shares of the Company to one or more Third Parties of its choice on such terms and conditions as the VC Investor and such Third Parties may agree. Any such sale or Transfer must be contracted between the VC Investor and the third party or third parties within 90 days after the expiration of the time period for the acceptance of the offer by the Promoter as aforesaid, and must be consummated within 90 days thereafter. If the sale or Transfer is not so contracted or consummated within the said time periods, any subsequent sale or Transfer shall again be subject to the provisions of this Article.

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* Amended vide EGM held on September 12, 2000

8.3 The right of first offer conferred upon the Promoters under Article 8.1 to Article 8.2 hereof shall, in the first instance, be exercisable by them *pro-rata* in proportion to their relative shareholding in the Company. If neither of the Promoters is unable or unwilling to accept all or any part of the offered shares forming part of their entitlement, the unavailed entitlement shall be available to the other of them who is able and willing to accept the offered shares. So however that, the timetable and time limits prescribed in Article 8.2 shall remain unchanged and shall apply.

8.4 Notwithstanding the provisions of Article 8.1 to Article 8.3 hereof, the VC Investors shall be free to sell or otherwise transfer any or all the Shares between themselves or to their Affiliates without any right of first offer to the Promoters.

8.5 Notwithstanding the provisions of Article 8.1 to Article 8.4 hereof, the VC Investors shall be free to sell or otherwise transfer any or all the shares to their respective associates without any right of first offer to the Promoters.

8.6 **Transfer Procedures**

8.6.1 Until the listing of the Company's shares on a Stock Exchange pursuant to an IPO of the Company's shares no Transfer of any shares or other securities with rights of comparison to equity shares shall be made to any third party, (that is, parties other than the parties to this Agreement) unless such third party shall have agreed in writing to be bound by the provisions of the Investment Agreement by executing the letter in the form attached as **Schedule 1** to the Investment Agreement.

8.6.2 All Transfer of shares or other securities of the Company shall be subject to applicable regulatory and other approvals of Government of India, Reserve Bank of India or other relevant authorities.

8.6.3 Until the Company's shares are listed on a Stock Exchange, any Transfer of shares of the Company, shall be effected only if the Company has received, in addition to such documents as are required by Law to effect such Transfer, the following:

(i) letters of representations from the transferor and transferee and/or opinions of their respective legal counsel in form and substance reasonably satisfactory to the Company to the effect that the proposed Transfer of Shares may be effected in compliance with all Applicable Laws; and

(ii) a letter from the Transferee in the form attached as **Schedule I** to the Investment Agreement agreeing to be bound by the Investment Agreement and that such Transferee shall accede to the Investment Agreement.

Subject to the provisions of Article 8.6.1 to Article 8.6.3, the Board of Directors of the Company shall be bound to register the Transfer of shares, and shall not be entitled to refuse the Transfer of shares

9. The Directors may refuse to register any transfer of shares (1) where the Company has a lien on the share or (2) where the share is not a fully paid up share, subject to Section 111 of the Companies Act, 1956.

GENERAL MEETING

10. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

11. (i) The Board may, whenever it thinks fit, call an Extraordinary General Meeting.

(ii) If at any time there are not within India, Directors capable of acting who are sufficient in number to form a quorum, any Director or any two members of the Company may call an Extraordinary General Meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

(iii) Subject to Section 190 and 219 of the Companies Act, 1956 a General Meeting may be called by giving to the members clear twenty one days notice or a shorter notice than of twenty one days if consent thereto is given by members pursuant to the provisions of Section 171 of the Companies Act, 1956.

PROCEEDINGS AT GENERAL MEETING

12. (i) No business shall be transacted at any general meeting unless a specified quorum of members is present at the time when the meeting proceeds to transact business.

(ii) Minimum "*[five]* members present in person shall be quorum.

13. The Chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the Company.

14. If there is no such Chairman or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman of the meeting, the Directors present shall elect one of their members to be Chairman of the Meeting.

15. If at any meeting no Director is willing to act as Chairman or if no Director is present within 15 (Fifteen) minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairman of the meeting.

16. (i) The Chairman may with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn the meeting, from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

" Amended vide EGM held on May 15 2001

17. In case of equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

18. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

18(A) *Super Majority Rights of VC Investors

Notwithstanding anything to the contrary contained in these Articles, except Article 18(B) hereof, and subject to such additional approvals as may be required by Applicable Law, any action with respect to the following Fundamental Issues shall require affirmative concurring vote of the VC Investors in any general meeting of shareholders and/or the concurrence of the Nominee Director of the VC Investor or the VC investor at any meeting of the Board of Directors or Committee thereof as the case may be:

(i) any changes to the Memorandum and Articles;

(ii) any change in the corporate name or registered address;

(iii) the issue of any Ordinary Shares or any equity financial instrument;

(iv) the pricing and timing and all other terms and conditions of an IPO or an offer for sale of shares;

(v) any alteration to the rights of any class of shares;

(vi) any increase reduction or variation in share capital;

(vii) the disposal, transfer, merger or acquisition of any part of the business into either a separate company, a subsidiary or to any other person;

(viii) any amalgamation/merger or any of its subsidiaries with any other entity and the spinning off of any division;

(ix) the sale, transfer, lease, licence in respect of property or assets owned or leased or taking or omitting to take any action which could prejudice the continuation of any lease or license to which it is entitled except in the usual course of business:

(x) the acquisition of any other business, diversification or expansion either directly or indirectly through any other firm or company whether carried on individually or through partnership or otherwise;

(xi) any capital expenditure in a single transaction exceeding a sum of Rs. 10 million and any capital expenditure greater than Rs. 25 million planned in any one quarter;

(xii) any borrowing exceeding a sum of Rs. 10 million, excluding borrowings on account of working capital requirement;

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* Inserted vide EGM held on September 12, 2000

(xiii) any guarantee or comfort letter issued and provided for the Promoters own account or any guarantee or comfort letter issued and provided in favour of any other person other than in the usual course of business;

(xiv) any mortgages or other charges over the property of the company other than in the usual course of business;

(xv) investment, financially or otherwise, in any other business, partnership, company or any other entity whether incorporated or otherwise;

(xvi) any sale or disposal of any Intellectual Property;

(xvii) increase in remuneration of any Director or Chief Executive Officer or any scheme of profit sharing for the benefit of any employee;

(xviii) any appointment or changes to the terms of employment of the Chief Executive Officer;

(xix) any loans to Directors and Chief Executive Officer;

(xx) the commencement or discontinuance of any litigation or arbitration which is material in the context of the company's business;

(xxi) appointment of new Directors other than the nominees of the VC Investors;

(xxii) any material change in the nature and extent of the company's business;

(xxiii) ceasing or proposing to cease to carry on the business of the company or taking any steps to wind up the company;

(xxiv) appointment of any sole selling agent;

(xxv) any liquidation or dissolution of the company;

(xxvi) any transaction outside the Group but to an entity in which the Promoters have an interest above the value of Rs. 5 million or group of such transactions above the value of Rs. 10 million in any six (6) months' period;

(xxvii) approval of the annual budget;

(xxviii) declaration of bonus shares;

(xxix) any declaration of dividends;

(xxx) creation of any reserve or/and distribution of any amount standing to the credit of any reserve;

(xxxi) the buy-back of shares by the company.

(xxxii) any change of statutory auditor or change in company's accounting reference date;

(xxxiii) any changes in the company's financial year or any material changes in its accounting policies; or

(xxxiv) the entering into material contracts not in the ordinary course of business and/or of significant size or duration in relation to the normal business of the company.

(xxxv) any resolution which requires three fourth majority of shareholders under applicable laws.

18(B) * **Sunset of super majority rights of VC Investors**

The super majority rights/resolutions under Article 18.A hereof shall cease to have effect from the date on which the company make an IPO or the equity shareholding of the VC Investors in the Company falls below 2% of the then fully diluted equity capital of the Company (whichever is earlier) provided the fall is partly on account of sale or Transfer of the Shares by the VC Investors to Third Parties.

DIRECTORS

19. The business of the Company shall be managed by the Directors who may pay all expenses incurred in setting up and registering the Company and may exercise all such powers of the Company as are not restricted by the Act or any statutory modification thereof for the time being in force or by these Articles required to be exercised by the Company in general meeting, subject nevertheless, to any regulations of these Articles, to the provisions of the Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting. Nothing shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

20. The number of Directors shall not be less than **[three].

21. The following shall be the first Directors of the Company.

1. Raghav Bahl
2. Sanjay Ray Chaudhuri

22. No person shall be elected as a Director (except as a first Director or a Director appointed by the Directors) unless seven days notice shall have been left at the Registered Office of the Company of the intention to propose him together with a notice in writing signed by himself signifying his willingness to be elected.

23. The Directors need not hold any qualification shares in the Company.

24. (a) Subject to the provisions of the Companies Act, 1956 and rules framed thereunder, each Director shall receive out of the funds of the Company by way of sitting fees for his services a sum not exceeding the sum prescribed under the Act for every meeting of the Board of Director or Committee thereof attended by him.

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* Inserted vide EGM held on September 12, 2000
** Amended vide EGM held on May 5, 2001

(b) The Directors shall also be paid travelling and other expenses for attending and returning from meetings of the Board of Directors (including hotel expenses) and any other expenses properly incurred by them in connection with the business of the Company.

(c) The Directors may also be remunerated for any extra services done by them outside their ordinary duties as Directors, subject to the provisions of Section 314 of the Act.

25. Subject to the provisions of the Companies Act, 1956, if any Director being willing shall be called upon to perform extra services for the purposes of the Company, the Company shall remunerate such Director by such fixed sum or percentage of profits or otherwise as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his remuneration provided above.

26. Subject to the provisions of the Section 314 of Companies Act, 1956, the remuneration of Directors may be a fixed or a particular sum or a percentage of the net profits or otherwise. The said sum shall be fixed by the Board of Directors, from time to time.

27. Subject to the provisions of Section 297 and 299 of the Companies Act, 1956, no Directors shall be disqualified from his office for contracting with the Company, nor shall any such contract entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relations thereby established but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract is determined if his/her interest then exists or in any other case, at the first meeting of the Directors after he/she acquires such interest.

28. The Director may appoint any person to be an Alternate Director to act as a Director (hereinafter in this Article called the original Director) during his absence for a period not less than three months from the State in which meetings of the Directors are ordinarily held, but such Alternate Director shall, ipso facto vacate office if and when the original Director returns to the State in which the meetings of the Directors are ordinarily held, subject to Section 313 of the Act.

29. * All the Directors of the company (except the directors nominated by the VC Investor) shall be liable to retire by rotation. At every Annual General Meeting of the company one third of such of the Directors for the time being as are liable to retire by rotation or, if their number is not three or a multiple of three, then the number of nearest to one third shall retire from office. The Directors to retire by rotation shall be those who have been longest in office since their last appointment but as between persons who become Directors on the same day those who are to retire shall in default of any agreement among themselves be determined by lot.

30. The Board of Directors may, from time to time, by ordinary resolution increase or reduce the number of Directors within the limits specified in Article 20.

31. The Director shall have the power, at any time and from time to time, to appoint any person as Additional Directors in addition to the existing Director so that the total number of

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* Amended vide EGM held on September 12, 2000

Directors shall not at any time exceed the number fixed for Directors in these articles. Any Directors so appointed, shall hold office only until the next following Annual General Meeting, but shall be eligible thereat for election as Director.

32. The Company, may by ordinary resolution, of which special notice has been given in accordance with the provisions of Section 190 of the Companies Act, 1956 remove any Director including the Managing Director, if any, before the expiration of the period of his office, notwithstanding anything contained or in any agreement between the Company and such Director, such removal shall be without prejudice to any contract of service between him and the Company.

33. If the Director appointed by the Company in general meeting, vacates office as a Director before his term of office will expire in the normal course, the resulting casual vacancy may be filled up by the Board of Directors at a meeting of the Board of Directors but any person so appointed shall retain his office so long as the vacating Director would have retained the same if vacancy had not occurred, provided that the Board of Directors may not fill such a vacancy by appointing thereto any person who has been removed from the office of Director under Article 32.

34. In the event of Company borrowing any money from any Financial Corporation or Institution of Government or any Government body or a collaborator, bank, person or persons or from any other source, while any money remains due to them or any of them, the lender concerned may have and may exercise the right and power to appoint from time to time, any person or persons to be a Director or Directors of the Company and the Directors so appointed shall not be liable to retire by rotation, subject however, to the limits prescribed by the Companies Act, 1956. Any person so appointed, may at any time be removed from the office by the appointing authority who may from the time of such removal or in case of death or resignation of person, appoint any other or others in his place. Any such appointment or removal shall be in writing, signed by the appointee and served on the Company. Such Director need not hold any qualification shares.

35. Section 283 of the Companies Act, 1956 shall apply regarding vacation of office by Director. A Director shall also be entitled to resign from the office of Director from such date as he may specify while so resigning.

35A. * **NOMINEE DIRECTORS**

(1) The VC Investor shall have a right to appoint and remove from time to time, one or more Directors on the Board of Directors of the Company and/or its subsidiaries (such directors are hereinafter referred to as 'Nominee Directors').

(2) The Nominee Directors shall not be required to hold qualification shares and not be liable to retire by rotation.

(3) The Nominee Directors shall be entitled to all the rights and privileges of other directors including the sitting fees and expenses as payable to other Directors but if any other fees, commission, monies or remuneration in any form is payable to the Directors, the fees, commission, monies and remuneration in relation to such Nominee Directors shall accrue

* Inserted vide EGM held on September 12, 2000

to the VC Investor and the same shall accordingly be paid by the Company directly to the VC Investor.

(4) Provided that if any such Nominee Director is an officer of the VC Investor, the sitting fees in relation to such Nominee Director(s) shall also accrue to the VC Investor and the same shall accordingly be paid by the Company directly to the VC Investor.

(5) Any expenditure incurred by the VC Investor or the Nominee Directors in connection with their appointment or directorship shall be borne by the Company.

(6) The Nominee Directors shall be appointed as Members of the Management Committee or other Committees of the Board, if so desired by the VC Investor.

(7) The Nominee Directors shall be entitled to receive all notices, agenda, etc. and to attend all General Meetings and Board Meetings and Meetings of any Committees of the Board of which they are members.

(8) If, at any time, a Nominee Director is not able to attend a meeting of the Board of Directors or any of its Committees of which he is a member, the VC Investor may depute an observer to attend the meeting. The expenses incurred by the VC Investor in this connection shall be borne by the Company.

MANAGING DIRECTOR OR WHOLE TIME DIRECTOR

36. The Board of Directors may, from time to time, subject to the provisions of Section 269 of the Companies Act, 1956, appoint one or more of their members to the office of the Managing Director or Whole Time Director for such period and on such remuneration and other terms, as they think fit and subject to the terms of any agreement entered into in any particular case, may revoke such appointment. His appointment will be automatically terminated if he ceases to be a Director.

37. A Managing or Whole Time Director may be paid such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in other) as the Board of Directors may determine.

38. The Board of Directors, subject to Section 292 of the Companies Act, 1956, may entrust to and confer upon a Managing or Whole Time Director any of the powers exercisable by them, upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may, from time to time, revoke, withdraw or alter or vary all or any of such powers.

PROCEEDING OF THE BOARD

39. The quorum necessary for the transaction of the business of Directors shall be minimum two or one-third of the total number of Directors, whichever is higher, subject to Section 287 of the Companies Act, 1956.

40. Subject to the provisions of Section 285 of the Act, a meeting of the Board of Directors shall be held atleast once in every three calendar months and atleast four such meetings shall be held in each calendar year. The Directors may meet together for the discharge of the business, adjourn and otherwise regulate their meetings and proceedings, as they think fit.

41. Notice of every meeting of the Board of Directors of the Company shall be given in writing to every Director for the time being in India and at his usual address in India to every other Director.

42. A meeting of the Directors for the time being, at which a quorum is present, shall be competent to exercise all or any of the authorities, powers and discretion's by law or under the Articles and regulations for the time being vested in or exercisable by the Directors.

43. The Managing Director or a Director or a Secretary upon the requisition of Director(s), may at any time convene a meeting of the Directors.

44. The questions arising at any meeting of the Directors shall be decided by a majority of votes and in case of equality of vote, the chairman shall have a second or casting vote.

45. The Directors may elect a Chairman of their meeting and determine a period for which he is to hold office. If at any meeting the Chairman is not present within fifteen minutes of the time appointed for holding the same or is unwilling to preside, the Directors present may elect one of their members to be the Chairman of such a meeting.

46. Subject to the provisions of Section 292 of the Act, the Directors may delegate any of their powers, other than the power to make calls, to issue debentures and any other powers which by reason of the provision of the Act can not be delegated to Committees consisting of such member or members of their body as they may think fit and they may from time to time, revoke and discharge any such Committee either wholly or in part and either as to person or persons. Every Committee in conformity with such regulations and in fulfillment of the purpose of their appointment, but not otherwise shall have the like force and effect as if by the Board of Directors.

47. A resolution not being a resolution required by the Act or by these Articles to be passed only at a meeting of the Directors, may be passed without the meeting of the Directors or a Committee of Directors provided that the resolution has been circulated in draft together with necessary papers, if any, to all the Directors or to all the members to the Committee then in India (not less than the quorum fixed for a meeting of a Board or Committee, as the case may be) and to all other Directors or members at their usual addresses in India, and has been approved by such of the Directors as then in India or by a majority of such of them as are entitled to vote on the resolution.

48. All acts done by a person shall be valid, notwithstanding that it may be afterwards discovered that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provisions contained in the Act or in these Articles. Provided that this Article shall not give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

POWERS TO THE DIRECTORS

49. Subject to the Section 292 of the Act, the Board of Director shall have the right to delegate any of their powers to such managers, agents or other persons as they may deem fit and may at their own discretion revoke such powers.

50. The Directors shall have powers for the engagement and dismissal of managers, engineers, clerks and assistants and shall have power of general direction, management and

superintendence of the business of the Company with full powers to do all such acts, matters and things deemed necessary, proper or expedient for carrying on the business of the Company, and to make and sign all such contracts and to draw and accept on behalf of the Company all such bills of exchange, hundies, cheques, drafts and other Government papers and instruments that shall be necessary, proper or expedient, for the authority and direction of the Company except only such of them as by the Act or by these presents are expressly directed to be exercised by share-holders in the general meetings.

INSPECTION OF ACCOUNTS

51. (i) The Board of Directors shall cause proper books of account to be maintained under Section 209 of the Companies Act, 1956.

(ii) Subject to the provisions of Section 209A of the Companies Act, 1956, the Board of Directors shall also, from time to time, determine whether and to what extent and at what times and place and under what conditions or regulations account books of the Company or any of them, shall be open to the inspection of members not being Directors.

(iii) Subject to the provisions of Section 209A of the Companies Act, 1956, no member (not being a Director) or other person shall have any right of inspecting any account book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meetings.

SECRECY

52. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except so far as may be necessary in order to comply with any of the provisions in these presents and the provisions of the Companies Act, 1956.

BORROWING POWERS

53. Subject to the provisions of Section 58A and 292 of the Companies Act, 1956, the Director shall have the power, from time to time and at their discretion, to borrow, raise or secure the payment of any sum of money for the purpose of the Company in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or bonds of the Company or by mortgage or charge upon all or any of the properties of the Company both present and future including its uncalled capital for the time being.

OPERATION OF BANK ACCOUNTS

54. The Directors shall have power to open bank accounts, to sign cheques on behalf of the Company and to operate all banking accounts of the Company and to receive payments, make endorsements, draw and accept negotiable instruments, hundies and bills or may authorise any other person or persons to exercise such powers.

INDEMNITY

55. Subject to the provisions of Section 201 of the Companies Act, 1956, the Chairman, Directors, Auditors, Managing Directors and other officer for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the Company and their heirs and executors, shall be indemnified out of the assets and funds of the Company from or against all bonafide suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution or their duties in their respective offices except those done through their willful, neglect or default. Any such officer or trustee shall not be answerable for acts, omissions, neglects or defaults of any other officer or trustee.

WINDING UP

56. (i) If the Company shall be wound up, the liquidator may with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members in specie or in kind, the whole or any part of the assets of the Company, whether they shall consist of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members of different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator shall think fit but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

COMMON SEAL

57. (i) The Board shall provide for the safe custody of the Seal of the Company.

(ii) The seal shall not be affixed to any instrument except by the authority of resolution of the Board of Directors or a committee of the Board authorised by it in that behalf and except in the presence of at least one Director and that one Director shall sign every instrument to which the seal of the Company is so affixed in his presence. The share certificate will, however, be signed and sealed in accordance with Rule 6 of the Companies (Issues of Share Certificates) Rules, 1960.

BALANCE SHEET AND PROFIT AND LOSS ACCOUNT

58. Balance Sheet and profit and Loss Account of the Company will be audited once in a year by a qualified Auditor for certification of correctness as per provisions of the Companies Act, 1956.

AUDIT

59. The first auditors of the Company shall be appointed by the Board of Directors within one month after its incorporation who shall hold office till the conclusion of first Annual General Meeting.

60. The Directors may fill up any casual vacancy in the office of the auditors.

61. The remuneration of the auditors shall be fixed by the Company in the Annual General Meeting except that remuneration of the first or any auditors appointed by the Directors may be fixed by the Board of Directors.

V C INVESTOR

62. * IPO

62.1 Listing of Company's Shares through IPO

The Company, the Promoter and the VC Investors hereby undertake to procure a public listing of the Shares on any stock exchange and to make an IPO of its Shares either by the sale of existing shares or by way of a fresh issue of Shares by the Company, or any combination of the two.

62.2 Timing of IPO

The IPO shall be made by June 30, 2004 (the IPO deadline). In the event the IPO deadline is not met for any reason whatsoever and the shares of the Company are not listed on a recognised Stock Exchange by the IPO deadline, the VC Investors shall be entitled to cause an IPO through an offer for sale a part or the whole of the shares held by it in the Company or by requiring the Company to make a fresh issue of shares for the purpose of accomplishing the objective of listing the shares of the Company on the recognised Stock Exchange. Without prejudice to the foregoing, where an offer for sale of all the shares held by the VC Investors if made would fall short of the divestment threshold prescribed under the IPO listing requirements of the Stock Exchange, the VC Investors shall be entitled to require the Promoters to sell such part of the shares held by them as is necessary to increase the aggregate number of shares offered for sale to the minimum divestment threshold, so that the shares of the Company qualify for IPO listing on the Stock Exchange.

62.3 VC Investors Right to fully divest and Promoters obligation of Lock-in

62.3.1 Without prejudice to the provisions of Article 8.5 hereof, the VC Investors shall have the right but not the obligation to divest its entire equity shareholding in the Company at the time of the IPO or at any time thereafter.

62.3.2 The Promoters irrevocably undertake to submit all their shareholding in the Company for lock-in under SEBI or other regulatory guidelines to satisfy the eligibility conditions of an IPO and use their best endeavour to ensure that no part of the shareholding of the VC Investors is subjected to any lock-in under any regulatory guideline or conditionalities. Notwithstanding anything set out in Article 62.1 hereof the VC Investors shall at no point in time be considered/ deemed to be the "promoters" as defined or understood in the SEBI Guidelines

* Inserted vide EGM held on September 12, 2000

for Disclosure and VC Investors Protection and/or in the Act) of the Company. Notwithstanding the foregoing, in the event that the VC Investors' are considered to be "promoters" of the Company under any regulation then in force, due to their shareholding in the Company exceeding a certain percentage or otherwise, the Promoters agree to negotiate a solution to ensure that the VC Investors are not considered "promoters" including without limitation, purchasing from the VC Investors, such excess number of shares, which would otherwise be required to be submitted for lock-in by the VC Investors.

62.3.3 **VC Investors Option under IPO**

The VC Investors shall have a right but not the obligation to acquire on a firm allotment basis upto 5% of the shares issued in the IPO.

62.3.4 **Approvals and Permissions**

The Promoters and the Company undertake and covenant to the VC Investors that it shall be their responsibility to obtain all applicable approvals and permissions statutory or otherwise that are necessary for the accomplishment of the IPO.

62.3.5 **IPO Expenses**

All expenses relating to the IPO whether by way of offer for sale or issue of fresh shares and of listing the shares of the Company on the Stock Exchange shall be borne and paid for entirely by the Company.

63. * INTEREST

63.1 Any interest earned by the Company on account of the proceeds of the Offer for Sale in respect of the shares offered by the VC Investors shall be paid to the VC Investors in proportion to the shares offered by them, net of their proportionate share of issue expenses.

64. * BUYBACK OPTIONS OF VC INVESTORS

64.1 **Buy-back by the Company**

64.1.1 Without prejudice to any other provisions of this Agreement including without limitation Article 62.1 to 62.6 hereof, in the event the IPO deadline at Article 62.2 hereof, is not met for any reason whatsoever and the shares of the Company are not listed on a Stock Exchange by the IPO deadline, then the VC Investors shall have a right but not the obligation to require the Company to buyback all or any part of the equity shares held by it subject to the applicable provisions of the Act. Subject to the applicable provisions of the Act, such buyback shall be undertaken by the Company at a price mentioned in Article 64.2.1 below.

64.1.2 The Promoters irrevocable covenant undertake and agree that they shall not be and they shall not participate in any buyback of equity shares by the Company including but not limited to the buyback referred to at Article 64.1 hereof.

64.2 **Buy-back by the Promoters**

64.2.1 Without prejudice to any remedies available to the VC Investors, in the event of:

64.2.2 any Material Breach of the Investment Agreement is not remedied within 28 days of receipt of formal written notice from the VC Investors; (or)

64.2.3 the IPO deadline of Clause 62.2 is not met; (or)

64.2.4 if any of the Promoters is found guilty of a criminal offense, of any nature whatsoever; (or)

64.2.5 if any of the Promoters cease to be employees of the Company or cease to be associated with the Company.

the VC Investors shall be entitled to sell to the Promoters, and the Promoters shall be, jointly and severally, under an unconditional obligation to buy from the VC Investors all the Shares held by the VC Investors at a price per Share not less than that price per Share which would give the VC Investors on their investment-cost-basis per Share a compounded rate of return of 40% per annum for the period from the Closing Date to the date of such buyback . And, the Promoters shall make payment to the VC Investors within 30 days following the date upon which notice is served by the VC Investors. In the event that there are any delays in payment, then interest on the outstanding amounts shall be payable at a rate of 22% p.a.

65. * DRAG ALONG OPTIONS OF VC INVESTORS

65.1 Without prejudice to any other provisions of this Agreement including but not limited to Article 62.1 to 62.6 hereof, if by the IPO deadline in Article 62.2 hereof, neither are the shares of the Company listed on a recognised Stock Exchange nor are the Promoters and/or the Company able to provide any other exit option to the satisfaction of the VC Investors, the VC Investors shall have the right to sell or otherwise Transfer all their shares (and attendant interest) held in the Company along with the Management control of the Company to any Third Party/Parties. For this purpose, the VC Investors shall have the right but not the obligation to buy out all or any part of shareholding of the Promoters in the Company at the price per share ('offer price') agreed with the Third Party/Parties ("Proposed Buyer") for the equity shares of the VC Investors. And, in such an event, the Promoters shall be unconditionally obliged to sell the required shareholding to the VC Investors at the offer price. As an alternative to buying out the shareholding of the Promoters, the VC Investors shall be entitled to require the Promoters to sell their shareholding in full or in part along with the shareholding of the VC Investors to the Proposed Buyer at a price not less than the offer price so as to offer such aggregate shareholding to the Proposed Buyer as is required to secure the Management control of the Company to the Proposed Buyer.

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* Inserted vide EGM held on September 12, 2000

Sl. No.	Name, address, description and occupation of each subscriber	Signature of subscriber	Signature of witness with address, description and occupation
1.	For Television Eighteen India Ltd. Regd. Off.: B-2, Kailash Apartments, New Delhi-110 048 (Business) Through Anil Srivastava Company Secretary	Sd/- (Anil Srivastava) For Television Eighteen India Ltd.	Witness for both. Sd/- (SACHIN GUPTA) S/o Sh. V K Gupta R/o RU-462, Pitam Pura, Delhi-110 034 (C.S. Management Trainee)
2.	Raghav Bahl S/o Sh. P. N. Bahl B-2, Kailash Apartments New Delhi-110 048 (Company Executive)	Sd/-	

Dated: 16th March, 2000
Place: NEW DELHI

CERTIFIED TO BE TRUE COPY

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Memorandum

&

Articles of Association

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TV18 Broadcast Limited

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CERTIFICATES

सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: L74300MH2005PLC281753

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certificate of Registration of Regional Director order for Change of State

M/s TV18 BROADCAST LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Delhi to the Maharashtra and such alteration having been confirmed by an order of Regional Director bearing the date 26/02/2016.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Mumbai this Twenty seventh day of May Two thousand sixteen.

Ministry of Corporate Affairs - Govt of India

Digitally signed by Ministry of Corporate Affairs - Govt of India
DN: c=IN, o=Ministry of Corporate Affairs - Govt of India, ou=CID - 534184, postalCode=400002, st=Maharashtra, street=MARINE LINES, 2nd=Everest, 100 Marine Drive, 3rd=Ministry of Corporate Affairs - Govt of India
Reason: I attest to the accuracy and integrity of this document
Date: 2016.05.27 16:47:35 +05'30'

TRUPTI SUBHASH SHARMA

Registrar Of Companies

Registrar of Companies

RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

TV18 BROADCAST LIMITED

First Floor, Empire Complex,, 414, Senapati Bapat Marg, Lower Parel, Mumbai,
Mumbai City, Maharashtra, India, 400013

Ministry of Corporate Affairs * Office of Registrar of Companies *

भारत सरकार–कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण–पत्र

कॉर्पोरेट पहचान संख्या :L74300DL2005PLC137214

मैसर्स ibn18 Broadcast Limited

के मामले मे, मैं एतद्द्वारा सत्यापित करता हूँ कि मैसर्स
ibn18 Broadcast Limited

जो मूल रुप में दिनांक छह जून दो हजार पांच को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
Global Broadcast News Private Limited

के रुप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रुप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं. सा.का.नि 507 अ दिनांक एस.आर.एन. दिनांक 17/06/2011 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रुप में मैसर्स 24.6.1985 B14114276
TV18 Broadcast Limited

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र दिल्ली में आज दिनांक सत्राह जून दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L74300DL2005PLC137214

In the matter of M/s ibn18 Broadcast Limited

I hereby certify that ibn18 Broadcast Limited which was originally incorporated on Sixth day of June Two Thousand Five under the Companies Act, 1956 (No. 1 of 1956) as Global Broadcast News Private Limited having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B14114276 dated 17/06/2011 the name of the said company is this day changed to TV18 Broadcast Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Delhi this Seventeenth day of June Two Thousand Eleven.

Registrar of Companies, National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

*Note: The corresponding form has been approved by EGINIUS TIRKEY, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed Certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

TV18 Broadcast Limited
503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg,,
New Delhi - 110001,
Delhi, INDIA

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय

कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कार्पोरेट पहचान संख्या : **L74300DL2005PLC137214**

मैसर्स **GLOBAL BROADCAST NEWS LIMITED**

के मामले में, मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स **GLOBAL BROADCAST NEWS LIMITED**

जो मूल रूप में दिनांक छह जून दो हजार पांच को कम्पनी अधिनियम, **1956** (**1956** का **1**) के अंतर्गत मैसर्स **GLOBAL BROADCAST NEWS LIMITED**

के रुप में निगमित की गई थी, ने कम्पनी अधिनियम, **1956** की धारा **21** की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रुप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, **1956** की धारा **21** के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं.सा.का.नि **507** (अ) दिनांक **24.6.1985** एस.आर.एन. **A33963844** दिनांक **02/04/2008** के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रुप में मैसर्स **Ibn18 Broadcast Limited** हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा **23(1)** के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा दिल्ली में आज दिनांक दो अप्रेल दो हजार आठ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : **L74300DL2005PLC137214**

In the matter of M/s **GLOBAL BROADCAST NEWS LIMITED**

I hereby certify that **GLOBAL BROADCAST NEWS LIMITED** which was originally incorporated on **Sixth** day of **June Two Thousand Five** under the Companies Act, 1956 (No. 1 of 1956) as **GLOBAL BROADCAST NEWS LIMITED** having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN **A33963844** dated **02/04/2008** the name of the said company is this day changed to **ibn18 Broadcast Limited** and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Delhi this **Second** day of **April** Two Thousand Eight.

कम्पनी रजिस्ट्रार Registrar of Companies N.C.T. Of Delhi & Haryana दिल्ली एवं हरियाणा

Sd/-

(SANTOSH KUMAR)

उप कम्पनी रजिस्ट्रार / Deputy of Companies

राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office :

ibn18 Broadcast Limited

601, 6TH FLOOR, COMMERCIAL TOWER, HOTEL LE-MERIDIEN, RAISINA ROAD, NEW DELHI-110001

Delhi, INDIA

COMPANY NO. 55-137214 CINU74300DL2005PTC137214

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT UPON CHANGE OF NAME ON
CONVERSION TO PUBLIC LIMITED COMPANY

In the Office of the Registrar of Companies, N.C.T. of Delhi & Haryana
(under the Companies Act, 1956 (1 of 1956)

IN THE MATTER OF M/s **GLOBAL BROADCAST NEWS PRIVATE LIMITED** .....
.....

I hereby certify that **GLOBAL BROADCAST NEWS PRIVATE LIMITED** which was originally incorporated on Sixth June Two Thousand and Five under the Companies Act, 1913 (Act VII of 1913)/Companies Act,1956 (Act 1 of 1956)

under the name **GLOBAL BROADCAST NEWS PRIVATE LIMITED**

having duly passed the necessary Special Resolution on .....12/12/2005 ..... in terms of Section 31/21 read with section 44 of the Companies Act, 1956, the name of the said Company is this day changed to

GLOBAL BROADCAST NEWS LIMITED

and this Certificate is issued pursuant to Section 23(I) of the said Act.

Given under my hand at New Delhi this

Seventh April Two Thousand and Six

कम्पनी रजिस्ट्रार Registrar of Companies N.C.T. Of Delhi & Haryana दिल्ली एवं हरियाणा राज्य क्षेत्र

Sd/-
(Dr. NAVRANG SAINI)
REGISTRAR OF COMPANIES,
N.C.T. OF DELHI AND HARYANA

प्रारूप एक

FORM 1

निगमन का प्रमाण पत्र

Certificate of Incorporation

सं०.U74300DL2005PTC137214..... 1926 - 1927.....

No. U74300DL2005PTC137214..... 2005 - 2006.....

मैं एतद् द्वारा प्रमाणित करता हूं कि आज ..... ग्लोबल ब्रोडकास्ट न्यूज प्राईवेट लिमिटेड .....

कम्पनी अधिनियम **1956 (1956 का 1)** के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that ..... **GLOBAL BROADCAST NEWS PRIVATE LIMITED** .....

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता० ..... **16 ज्येष्ठ, 1927**..... को दिया गया।

Given under my hand at ..... **NEW DELHI** ..... this ..... **SIXTH**..... day of .....**JUNE**..... **TWO THOUSAND AND FIVE** .....

कम्पनी रजिस्ट्रार Registrar of Companies रा० रा० क्षेत्र दिल्ली एवं हरियाणा N.C.T. Of Delhi & Haryana

Sd/-

(ई. तिरकी)

सहायक कम्पनी रजिस्ट्रार

ASST. Registrar of Companies

रा. रा. क्षेत्र दिल्ली एवं हरियाणा

N.C.T. OF DELHI & HARYANA

Memorandum of Association

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

TV18 BROADCAST LIMITED

I. The name of Company is *"**TV18 Broadcast Limited".**

II. The Registered Office of the Company will be situated in the State of Maharashtra i.e. within the jurisdiction of the Registrar of Companies, Maharashtra at Mumbai. (refer to Note 1 below)

III. The Objects for which the Company is established are:

(A) **THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**

1. To carry on the business of broadcasting, telecasting relaying, transmitting or distributing in any manner, any audio, video or other programmes or software for television radio, internet or any other media through, including but not limited to, terrestrial satellite, cable, direct to home, internet or interactive television network.
2. To telecast, broadcast, relay through any media including satellite, radio, computers, distribute through any cable and satellite channels on cable networks, Direct to Home, Internet, Interactive Television or transmit the information/advertisement/products of the company or any other person.
3. To carry on the business as advertising agents, to purchase and sell advertising time or space on any television, radio, internet, satellite in India or abroad or any other kind of media currency 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.
4. To deal in computer based multimedia presentations and information technology business regarding all types of audio, video, television and cinematographic films, serials software and other programmes in India or elsewhere.
5. To carry on the business of producing, directing, editing, distributing, purchasing, selling, acquiring or otherwise dealing in any manner, in any audio, video programme or software with respect to news, entertainment, current affairs, information, sports, education, history, cultural, art, science, fiction, games and communication and dubbing, recording, selling the same either in tapes, cassettes, photographs, floppies, compact discs, laser discs, internet or on any other media or software. To acquire rights for broadcasting, transmitting or distributing, in any other manner, any live sports and entertainment events, shows, recorded programmes, highlights, films and other programmes.
6. To carry on the business of import, export, purchase, sell, lease, distribute and supply of decoding and receiving equipment, to decode and receive any encrypted and un-encrypted channels, including but not limited to, decoders, receivers, IRDs (Integrated decoders-cum-receivers), head ends and any other equipment for receiving, transmitting and distribution of channels, setup converter and the like for the purpose of attainment of above objects.

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* Amended vide EGM Resolution dated 12th December 2005, EGM Resolution dated 10th March 2008 and pursuant to Scheme of Arrangement w.e.f. June 10, 2011 (the 'Effective Date')

Note1: *The members of the Company approved Shifting of Registered Office from the National Capital Territory of Delhi to the State of Maharashtra and consequent amendment in Memorandum of Association of the Company vide its Postal Ballot resolution passed on September 28, 2015. Approved by the Central Government Regional Director (Northern Region) vide its order dated 26.02.2016.*

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:

1. To acquire and undertake the whole or any part of the business, property and liabilities of any person carrying on any business which the company is authorised to carry on or possession of property suitable for the purpose of the main objects of the company.

2. To apply for, purchase or otherwise, acquire any patent, patent right, copyright, trade marks, formulae, license, lease, concessions, conferring any exclusive or limited right to use, or other information as to any invention which may seem capable of being used for any of the purposes of the company or the acquisition of which may directly or indirectly to benefit the company; and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired.

3. Subject to Section 391 to 394 and 394A and other applicable provisions of the Companies Act, 1956 to amalgamate with any other company or companies, amalgamate any other company or companies, enter into partnership or into any arrangements for sharing of profits, union of interests, co-operation, joint venture, reciprocal concession, amalgamation, absorption, or otherwise, with any person, persons or company or companies carrying on or engaged in any business or transaction capable of being conducted so as to directly or indirectly benefit this Company, enter into working arrangements of all kinds with companies, corporations, firms, or persons and also to make and carry into effect arrangements with respect to union of interests or amalgamation either in whole or in part or any other arrangements with any companies, corporations, firms or persons.

4. To enter into any arrangement with any Government or authority whether municipal, local or otherwise or any person, that may seem conducive to the company's objects or any of them; and to obtain from any such Government or authority any rights, privileges and concessions which the company may think it desirable to obtain; and to carry out exercise and comply with any such arrangement, rights, privileges and concessions.

5. To promote any other company or companies for the purpose of acquiring or taking over all or any of the property, rights, and liabilities of the company or for any other purpose which may directly or indirectly benefit the company.

6. To purchase or import, take on lease or in exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the company may think necessary or convenient for the purposes of its business and in particular any land, buildings, casements, machinery, plant and stock-in-trade.

7. Subject to Section 77 of the Companies Act, 1956, to invest money of the company, not immediately required in such manner as may, from time to time, be thought fit subject to provisions of section 77 of the Act.

8. To advance money or give credit to any person or company; to give guarantee or indemnify for the payment of money or the performance of contracts or obligations by any person; to secure or undertake in any way the repayment of moneys lent or advanced to, or the liabilities incurred by any person subject to the provisions of the Act.

9. Subject to Section 292 and 293 of the Companies Act, 1956 to borrow or secure money in such manner as the company may think fit or to make repayment of any debt, liability, perform any contract entered into or the issue of debentures, perpetual or otherwise, charged upon all or any of the company's property (both present and future), including its uncalled capital; and to purchase, redeem, or pay off any such securities.

10. Subject to Section 314 of the Companies Act, 1956 to remunerate any person for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the company's capital or any debentures or other securities issued by the company.

11. To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills or exchange, bills of lading, and other negotiable or transferable instruments.

12. To dispose of, to improve, manage, develop or exchange the undertaking, property or rights of the company or any part thereof for such consideration as the company may think fit.

13. To adopt such means of making known and advertising the business of the company as may be expedient.

14. To apply for, promote, and obtain any order, regulation or other authorisation or enactment which may directly or indirectly benefit the company.

15. To procure recognition of the company in any country or place outside India.

16. To issue or allot fully or partly paid shares in the capital or the company in payment or part payment of any movable or immovable property purchased or otherwise acquired by the company or any services rendered to the company.

17. To take or hold mortgages, liens, and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the company's property of any kind sold by the company, or any money due to the company from buyer.

18. To generate electricity necessary for the purposes of the main business of the company.

19. Subject to Section 292, 293, 293A and 293B of the Companies Act, 1956 to pay out of the funds of the company all or any expenses which the company may lawfully pay for services rendered for formation and registration of the company and for promotion of any other company by it subject to the provisions of the Act.

20. To insure any of the properties, undertaking, contracts, risk or obligations of the company in any manner whatsoever.

21. To make donations either in cash or in kind for such objects or causes as may be directly or indirectly conducive to any of the company's objects or otherwise expedient.

22. To aid and support, any person, association, body or movement, whose objects is solution, settlement or surmounting of industrial or labor problems or the promotion of industry, trade or business of the company or for the promotion of Science and Technology, Cultural activities, Sports, environment, rural development and other social and welfare activities.

23. To establish or support associations, institutions, schools, hospitals, guest houses, clubs, funds, and trust which may be considered beneficial to any employees or ex-employees and to officers and ex-officers of the company or the dependents of any such person.

24. To refer all questions, disputes or difference arising between the company and any other person (other than a director of the Company) in connection with or in respect of any matter relating to the business or affairs of the company to arbitration in such manner and upon such terms as the company and such other person may mutually agree upon in each case and such reference to arbitration may be in accordance with the provisions of the Arbitration Act, 1940 (10 of 1940) and the Rules of the International Chamber of Commerce relating to arbitration, and to institute legal proceedings or defend any proceedings and to appoint advocates, Consultants or Advisors in this behalf.

25. To enter into negotiation or collaboration, technical, financial or otherwise with any person or Government for obtaining any grant, license or on other terms, formulae and other rights and benefits, and to obtain technical information, know-how and expert advice for the production, manufacture and export or sale of all types of goods which the Company is authorised to produce or to deal in.

26. To arrange for the marketing in India and abroad and sale of the products and by-products of the Company and purchase of raw materials, goods and articles as are necessary for carrying on the business of the Company and, for that purpose, either to establish its own shops, agencies, or marketing organisations or to appoint selling or buying agents or distributors or both (whether individuals, firms or bodies corporate) in any place in or outside and to allot, specify alter or modify their areas of operation or the terms and conditions of their appointment and to pay remuneration to such selling or buying agents or distributors or both by way of such commission or in such other manner as the Company may deem fit.

27. To create any depreciation fund, reserve, reserve fund, sinking fund, insurance fund, or any special or other fund whether for repayment of redeemable preference shares, redemption of debentures or debenture-stock, for dividends, for equalizing dividends, for repairing, improving, extending and maintaining any part of the property of the Company.

28. To open and operate any type of bank accounts with the Banks, financial institutions and obtain credit facilities with or without securities for its business.

29. To train or pay for training in India or abroad of any of company’s employees or officers or any candidate in the interest of or furtherance of the Company's objects.

30. To establish research and development centers for the business of the Company.

31. To accumulate capital for any of the business of the Company and to appropriate the Company's assets for specific purposes.

32. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, debenture- stocks, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or otherwise or of any persons whomsoever whether incorporated or not incorporated and to guarantee or become sureties for the performance of any contracts or obligations as may be necessary and the payment of money on dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case and to give guarantees or securities of both moveable or immovable properties which may be created by way of lien, pledge, hypothecation or mortgage for any such persons, firms or companies as may appear proper or reasonable to the directors in which such guarantee or securities may be considered not directly related to the Company's business, to further the objects of the Company or the interest of its shareholders in any manner.

33. Subject to the provisions Section 58A, 292, 293, 295 and 372A of the Companies Act, 1956 (hereinafter referred to as `Act') and Rules made thereunder and the directions issued by Reserve bank of India to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present or future) including its uncalled capital and either by the surety or guarantee of a third party and also by a similar mortgage, charge, lien, or guarantee to secure and guarantee the performance by the Company or any other persons or company of any obligation undertaken by the Company and to pay guarantee commission.

34. Subject to the provisions of the Gift Tax Act, 1958, and statutory amendments thereof, the Company has power to receive gifts, either in cash or movable or immovable properties as an award from Government or Semi-Government bodies and to give in gifts either by way of cash, movable or immovable properties both inside or outside India to the individuals or firms or companies whose objects may be same or different, in appreciation of the services rendered or otherwise.

35. Subject to the provisions of the Act, or other enactment in force to indemnify and keep indemnified members, officers, directors, agents and servants of the Company against proceedings, costs, damages, claims and demands in respect or any thing done or ordered to be done by them for and in the interest of the company and for any loss, damage, or misfortune whatever and which shall happen in execution of the duties of their office or in relation thereto.

36. (a) To pay all costs, charges and expenses of and incidental to the promotion, incorporation and registration of the Company and charges in connection therewith and to remunerate (by cash or other assets or by allotment of fully or partly paid up shares, by call or option on shares, debentures, debenture-stock or securities of this or any other such Company or in any other manner whether out of the Company's capital or profit or otherwise) any person/persons or a company for services rendered or to be rendered in the conduct of the main business of the Company.

(b) To pay for pre-incorporation expenses of the Company and to take-over and honour all commitments and agreements made by any or all of the promoters (whether subscribers or Directors) of this Company with the express understanding that it will be taken over

by the Company on incorporation and to pay for all preliminary project and pre-incorporation expenses and take over all advances paid by the promoters related to the incorporation or to any promoter's agreements mentioned herein before or to the proposed business of the Company.

37. To expend money in experimenting on and testing and in improving, or seeking to improve any patents, rights, inventions, discoveries, processes or information available to the Company or which the Company may acquire or propose to acquire.

38. (a) To established, provide, maintain and conduct or otherwise subsidise research laboratories, experimental stations, workshops and libraries for scientific, industrial and technical research and experiments, and to undertake and carry out research and investigations to improve and invent, to process new and better techniques and methods for the purpose of the main business of the Company.

(b) To establish, provide, and maintain training colleges, schools and other institutions for the training, education and instruction of any person who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meetings and conferences in connection therewith.

39. To purchase, acquire, lease or sub-lease or by way of licence or English or other possessory mortgage or in exchange or as a donee or in any other lawful manner, land building, structure, open place and surface.

40. To form, incorporate, promote any company or companies whether in India or elsewhere, having amongst its or their objects and acquisition of all or any of the assets or control, management or development of any other Company or any other object or objects which in the opinion of the Company could or might assist the Company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in obtaining subscription for or placing or assisting to place or to obtain subscription for or for guaranteeing the subscription of or the placing of any shares in the capital of the Company or any bonds, debentures, obligation or securities of any other company held or owned by the Company in which the Company has any interest or in or about the formation or promotion of the Company or the conduct of its business or in or about the promotion of any such company to which the Company may have an interest.

41. To employ or retain Technical Consultants, such as Engineers, Architects, Designers, Artists, professional Advisers such as Advocates, Chartered Accountants, Cost Accountants, Financial Analysts, Economists, Statisticians, Ecologists, experts in various fields or Management, Marketing etc., required for efficiently carrying out the objects of the Company and to remunerate them, from time to time to enter into agreement with them lying down terms and conditions of employment, remuneration, and to obtain assistance, guidance or services from the various institutions, persons or experts for such consideration as the Company shall think fit in India or Overseas, in the work of technical management and financial consultancy in regard to preparing reports, designing, operating, creating, testing, developing processing, or executing any project or schemes.

42. Subject to the provisions of the Companies Act, 1956, to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, in the event of its winding up but so that no distribution amounting to a reduction of capital be made except with sanction (if any) for the time being required by law.

43. To undertake and execute any trust, the undertaking of which may seem to the Company desirable, either gratuitously or otherwise, to vest any real or personal property, rights or interests acquired by or belonging to the Company in any person or company on behalf or for the benefit of the Company, and with or without any declared trust in favour of the Company to accept gifts and to give gifts and donations, to create trusts for the welfare of employees, members, directors and/or their dependents, heirs and children and for any deserving object and for other persons.

44. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pensions or super-annuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company and or who are or were at any time Directors or officers of the Company as aforesaid and the wives, widows, families and dependents of any such persons, and also establish and subsidize and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well being of the Company and make payments to or towards the insurance of any such persons as aforesaid and to any of the matters aforesaid, either alone or in conjunction with any other company.

45. To establish or support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences for the benefit of past or present employees or directors of the company or the dependents of such persons; and to grant pensions and allowances, to make payments towards insurance, to subscribe or guarantee money for charitable or benevolent objects or useful objects for general public; Subject to Section 292, 293, 293A and 293B of the Companies Act, 1956.

46. To sell, improve, alter, manage, develop, exchange, lease, mortgage, mortgage by way of guarantee for borrowing to be made by any person, firm, company, enfranchise, dispose of, turn to account, assign, hire or otherwise deal with all or any part of the land, properties, assets, rights, resources and undertaking of the company.

47. To do all or any of the business and all such other things as are incidental or may be thought conducive to the attainment of the main objects or any of them in any part of the world and either as principals, agents, consultants, contractors, trustees or otherwise and by or through trustees, agents, consultants or otherwise and either alone or in conjunction with others.

48. To construct, maintain, erect and lay out roads, sewers, drains, electric lines, cables, pipelines and gas lines in over and under the Company's estate or the estate of any other Company or person or body corporate.

49. To device systems for energy saving and minimising environmental pollution and for conservation of natural reserves and such other systems in the field notified by Government under various legislations, from time to time.

50. To undertake, carry out, promote, coordinate and sponsor, rural development, agricultural development, scientific research, technological development pertaining to agriculture, cultivation, production and harvesting techniques, to assist execution and promotion of such programmes sponsored by any other institutions, organisations, trust or agency either directly or indirectly, by contributing participating, and/or donating in cash or in kind as approved by the central government or state government or any other such appropriate authority related thereto.

51. To carry out investigation, basic and fundamental research, applied research, design, development, experimental work, pilot plant work, commercial work, scale up works and every description in all branches of science, engineering and technology, and to establish, provide, maintain and conduct or otherwise subsidize research laboratories and experimental workshops for scientific and technical research laboratories and experiments and to promote studies and research, both scientific and technical investigation and invention by providing, subsidizing, endowing or assisting laboratories, workshops libraries, lectures, meetings, and conferences and by providing for the award of scholarships, prizes, and grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind.

52. To guarantee the title to or quit enjoyment of property either absolutely or subject to any qualifications or conditions and guarantee to issue guarantee in favour of persons interested or about to become interested in any property, against any loss, actions, proceedings, claims or demands in respect of any insufficiency or imperfection or deficiency or title or in respect of any encumbrances, burdens or outstanding rights, generally to carry on and transact every kind of guarantee business and guarantee and counter indemnity business whether of the like a of a different kind and whether known or hereafter devised. To furnish and provide deposits and guarantee funds required in relation to any tender or application for any contract, concessions, decree, enactment, property or privilege or in relation to the carrying out of any contract, concession, decree or enactment.

(C) THE OTHER OBJECTS ARE:

1. To deal in foreign exchange subject to the approval of appropriate authorities.

2. To carry on the business of handling cargo, clearing agents, shipping agents, forwarding agent, freight contractors, handling agents, carriers by land, water or air, booking agents, general sales agents, cargo underwriters representatives, agents, commission agents, brokers, consultants and advisers, contractors of Indian and foreign companies, firms, persons, states and other bodies corporate, and to represent them for Indian, foreign and international carriers to transport goods, livestock, persons, mail, luggage, and passengers and to charter ships, train, motor buses, wagons, aeroplanes, air taxies and carriage of all descriptions for fixed periods for particular routes, territory, voyages and flights and to do the business of common carriers in particular with airlines, steamshipliner, railways and road carriers.

3. To carry on business as agents, purchase and sale representatives, traders, buyers, sellers, exporters, distributors, importers, brokers, factors, stockists, commission agents, dealers, and otherwise deal in and carry on business in all types and varieties of goods either

commodities, products, services, articles, merchandise, material substances, securities, software, technology, components, plant, equipment, immovable properties, things forming part of the land or permanently attached to the earth, and machinery in all form or shape and also to carry on any business in any way connected with Exports and Imports.

4. To carry on the general business of providing comparative information about the characteristics, interests, or other attributes of individuals, communities, organisations, countries or other social units and of any articles of commodities or economic trends or persons and to design, invent, prepare, own, make use of, sell or otherwise dispose off and to deal in computers, data processing machines, tapes, cards, memory equipment or any other equipment and materials of every kind and description useful in connection with this business; to licence or otherwise authorise others to engage in the foregoing, and to engage in research and development in areas related to and involving the foregoing.

5. To carry on the business of construction of roads, bridges, tunnels, setting up of various infrastructural facilities, for village, town/city developments and to carry on the business of builders, contractors, developers, promoters, dealers in and manufactures of prefabricated and precast houses, buildings and erections and materials, tools, implements, machinery and metalware in connection therewith or incidentals thereto and to carry on any other business that is customarily, usually and conveniently carried on therewith.

6. To purchase, explore, drill, own, manage, sell, develop, improve, take in exchange or acquire, to grant tenancy rights, licence or otherwise deal in whether for investment or sale, including, mines, factories, mills, houses, oil fields or store of oil fields, cottages, shops, multistoreyed complexes, depots, mineral rights, concessions, privileges, licences, basement or interest in or with respect to such property in consideration for gross sum or rent or partly in one way and partly in the other or for any other consideration.

7. To carry on the business as owners, builders, developers, promoters, proprietors, lessors, civil, electrical and engineering contractors, maintainer, purchaser, seller of residential, commercial, multistoryed buildings, industrial buildings, colonies, mill and factory sheds, workshop buildings, cinema houses, agricultural land, farm houses and to deal in all kinds of immovable properties whether belonging to the Company or not.

8. To erect and construct houses, buildings or civil and constructional works of every description on any land of the company or upon any other lands or immovable property and to purchase, take on lease, acquire in exchange or otherwise own, hold, occupy, construct, erect, alter, develop, colonise, decorate, furnish, pull down, improve, repair, renovate, work, build, plan layout, sell, transfer, mortgage, charge, assign, let out, hire, sublet or sublease all type of lands, plots, buildings, hereditaments, bungalows, quarters, offices, flats, chawls, warehouses, godowns, shops, stalls, markets, hotels, restaurants, Banquet halls, houses, structures, constructions, tenaments, roads, bridges, estates, immovable properties whether freehold or lease-hold of any nature and description and where-ever situated.

9. To carry on business as proprietor of flats and buildings and to let on lease or otherwise apartments therein and to provide for the convenience commonly provided in flats, suites and residential and business quarters, to purchase and sell for any person freehold or other house property, building or land for commercial or residential purposes or any share and interests therein and to transact on commercial basis or otherwise the general business of real estate agents and brokers.

10. To engage in and carry on the business, or profession or vocation of advisor and consultants and render services relating to any type of business or industry on all matters and problem relating to administration, management, organisation, planning, manufacture, engineering, legal, production, storage, process, systems, techniques, training of personnel, marketing, distributing, selling, research; and develop procedures and principles of, and engage in information; and to undertake, aid, promote and coordinate project studies, identification, implementation, collaboration, extend technical assistance and service, prepare, schemes, project reports, market research and studies, arrange, suggest and make agreements, feasibilities studies, appraisals, estimates and reports, search designs, calculations, layout plans, drawings, specifications, documents, material and equipment evaluation and procurements, inspection, testing, supervision, cost control and operating procedures; and to make application for and render liaison service and to obtain permission from various government agencies, and to act as an employment agent, and to employ and retain consultants, professionals, advisers and experts.

11. To purchase or otherwise acquire, own, import, export, sell and deal in all materials, substances, appliances, machines, containers and other articles and apparatus and things capable of being used in any of the aforesaid business and to own, lease and otherwise acquire and use facilities of whatever kind as may be convenient or useful or conducive to the effective working of the said business or any part thereof.

12. To carry on the business of providing solutions and services related to Web-Technologies, Internet and E-commerce, including to design, develop, maintain, operate, own, establish, install, host, provide, create, facilitate, supply, sale, purchase, licence or otherwise deal in Internet portals, Internet networks, Media Portals, Internet solutions, Internet gateways, Internet service providers, E-commerce, Web-site designing, Web based and Web enabled services and applications, E-commerce service provider, E-commerce solutions, E-commerce platforms, E-commerce education, E-commerce technologies and E-business solutions.

13. To carry on the business in India and abroad of buyers, sellers, agents, consultants, advisors, render services, programmers, systems integrator and designers of software solutions, learning solutions, software integration, software installation, computer system, workstation system, system analysis, designer of computer graphics, multimedia services, industrial design, animation, simultation, molecular modelling, conversion, data storage, computer output microfilming, software implementation, systems study, software packages, software documentation, computer aided design, computerised systems, information systems and information technology solutions based on the use of computers.

14. To establish, maintain and run data centers, technology parks, bureaus, institutions, research institutions, colleges and schools, and conduct courses and programmes for providing full range of information technology and software related services, computer hardware maintenance, computer consultancy, software development, data processing, software exports, software engineering, networking, networking solutions, CAD conversion services, engineering software services, network services, computer education and training, depute personnel to develop and design software in India or abroad, and hiring out men, machine and time.

15. To carry on the business of manufacture, assemble, production, design, installation, repair, recondition, maintenance, supply, export, import, sale, purchase, licence, stockist, distribution, trader or otherwise deal in all kinds of information technology systems, information technology solutions, data communication, micro-processing, data and word processing equipments, machines, systems, mainframes, superminis, mini computers, micro computers, personal computers, laptops, terminals and computer peripherals, printers, plotters, digesters, scanners, products, and units thereof both hardware and software, peripherals, accessories, components and consumables thereof, multi disciplinary consultancy and for that purpose furnish to the users the systems, know-how, programmers and other software relating to the use of such machines and allied peripherals thereto.

16. To carry on the business of providing and supply of end-to-end Information Technology Solutions, including turkey solutions, including system integration of software, computers, peripherals, networking and communication components, cabling, power supply equipment, appropriate fixtures, metering and monitoring devices, conventional and board-band wireless, wireless and optical communications equipment and to undertake all other related activities thereof.

17. To carry on the business of advisors, agents, and consultants for overseas and inland placements of professional and other personnel.

18. To carry on the business as consultants in the field of Material handling, Civil Construction including Road Construction including design, engineering, research and development, project management, field services both in India and abroad.

IV. The liability of the members is limited.

V. ***** The Authorised Equity Share Capital of the Company is Rs. 13,52,10,00,000/- (Rupees One Thousand Three Hundred Fifty Two Crores Ten Lacs only) divided into 6,76,05,00,000/- (Six Hundred Seventy Six Crores Five Lacs) equity shares of face value of Rs.2/-(Rupees Two only) each.

***** Amended vide EGM held on June 8, 2005 and October 1, 2005; vide Postal Ballot Resolutions dated January 25, 2008 and November 12, 2009; pursuant to Scheme of Arrangement w.e.f. June 10, 2011(the 'Effective Date'); vide Postal Ballot Resolutions dated February 24, 2012 and July 3, 2012 and pursuant to Order of National Company Law Tribunal, Mumbai Bench, approving Scheme of Merger by Absorption w.e.f. November 1, 2018.

We, the several person whose names and addresses are subscribed below are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in Capital of the Company, set opposite our respective names:-

Sl. No.	Name, Description, Occupation and Address of Subscribers.	Number of Equity Shares taken by each subscribers	Signature of subscriber	Signature of Witness with address and occupation
1.	Sameer Manchanda S/o Shri. S.D. Manchanda A-89, Nizamuddin East, New Delhi-110 013 Service	5,000 (Five thousand)	Sd/-	I witness the signatures of all the subscribers. Sd/- (Jayasree. K) (Company Secretary) 320-D, Pocket-C, Mayur Vihar Phase-II, New Delhi-110091 ACS 15900
2.	Haresh Chawala S/o Shri. Ram Chawla 143, B Wing, Nibbana Building, Pali Hill, Bandra (W) Bombay-400 050 Service	2,500(Two thousand five hundred)	Sd/-	
3.	Rajdeep Sardesai S/o Shri. Dilip Sardesai N-121, Panchsheel Park, New Delhi-110 017 Service	2,500(Two thousand five hundred)	Sd/-	
	Total	10,000 (Ten Thousand Equity Shares)		

Place: New Delhi Dated: June 2, 2005

Note: Court Orders dated 31st October, 2006, 15th September, 2008 and 26th April, 2011 as directed under section 394(4) of Companies Act, 1956 are annexed to the Memorandum of Association.

Articles of Association

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION
OF
TV18 BROADCAST LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the annual general meeting of the Company held on 30th September, 2014 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

TABLE 'F' EXCLUDED

1. (1) The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act. — Table 'F' not to apply

(2) The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles. — Company to be governed by these Articles

Interpretation

2. (1) In these Articles —

(a) "Act" means the Companies Act, 2013 or any statutory modiication or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable. — "Act"

(b) "Articles" means these articles of association of the Company or as altered from time to time. — "Articles"

(c) "Board of Directors" or "Board", means the collective body of the directors of the Company. — "Board of Directors" or "Board"

(d) "Company" means TV18 Broadcast Limited. — "Company"

(e) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act. — "Rules"

(f) "seal" means the common seal of the Company. — "Seal"

(2) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender. — "Number" and "Gender"

(3) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be. — Expressions in the Articles to bear the same meaning as in the Act

Share capital and variation of rights

Shares under control of Board

3. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

Directors may allot shares otherwise than for cash

4. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

Kinds of Share Capital

5. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

(a) Equity share capital:

(i) with voting rights; and / or

(ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and

(b) Preference share capital

Issue of certificate

6. (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide -

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.

Certificate to bear seal

(2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

One certificate for shares held jointly

(3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

Option to receive share certificate or hold shares with depository

7. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.

8.	If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.	Issue of new certificate in place of one defaced, lost or destroyed
9.	The provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.	Provisions as to issue of certificates to apply *mutatis mutandis* to debentures, etc.
10. (1)	The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.	Power to pay commission in connection with securities issued
(2)	The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.	Rate of commission in accordance with Rules
(3)	The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.	Mode of payment of commission
11. (1)	If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.	Variation of members' rights
(2)	To every such separate meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply.	Provisions as to general meetings to apply *mutatis mutandis* to each meeting
12.	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.	Issue of further shares not to affect rights of existing members
13.	Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.	Power to issue redeemable preference shares

Further issue of share capital

14. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to -

(a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or

(b) employees under any scheme of employees' stock option; or

(c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

Mode of further issue of shares

(2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

Lien

Company's lien on shares

15. (1) The Company shall have a first and paramount lien -

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

Lien to extend to dividends, etc.

(2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

Waiver of lien in case of registration

(3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

As to enforcing lien by sale

16. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made—

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.

Validity of sale

17. (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

Purchaser to be registered holder

(2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share. — Validity of Company's receipt

(4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale. — Purchaser not affected

18. (1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. — Application of proceeds of sale

(2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale. — Payment of residual money

19. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim. — Outsider's lien not to affect Company's lien

20. The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures of the Company. — Provisions as to lien to apply *mutatis mutandis* to debentures, etc.

Calls on shares

21. (1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. — Board may make calls

(2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares. — Notice of call

(3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances. — Board may extend time for payment

(4) A call may be revoked or postponed at the discretion of the Board. — Revocation or postponement of call

22. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments. — Call to take effect from date of resolution

23. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. — Liability of joint holders of shares

When interest on call or installment payable

24. (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.

Board may waive interest

(2) The Board shall be at liberty to waive payment of any such interest wholly or in part.

Sums deemed to be calls

25. (1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

Effect of non-payment of sums

(2) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

Payment in anticipation of calls may carry interest

26. The Board -

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.

Installments on shares to be duly paid

27. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installments shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

Calls on shares of same class to be on uniform basis

28. All calls shall be made on a uniform basis on all shares falling under the same class.

Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

Partial payment not to preclude forfeiture

29. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.

Provisions as to calls to apply *mutatis mutandis* to debentures, etc.

30. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Transfer of shares

31. (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee. — Instrument of transfer to be executed by transferor and transferee

(2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

32. The Board may, subject to the right of appeal conferred by the Act decline to register - — Board may refuse to register transfer

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the Company has a lien.

33. In case of shares held in physical form, the Board may decline to recognize any instrument of transfer unless - — Board may decline to recognise instrument of transfer

(a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

34. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: — Transfer of shares when suspended

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

35. The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company. — Provisions as to transfer of shares to apply *mutatis mutandis* to debentures, etc.

Transmission of shares

36. (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares. — Title to shares on death of a member

(2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. — Estate of deceased member liable

37. (1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either - — Transmission Clause

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

Board's right unaffected

(2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

Indemnity to the Company

(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

Right to election of holder of share

38. (1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

Manner of testifying election

(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

Limitations applicable to notice

(3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

Claimant to be entitled to same advantage

39. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

Provisions as to transmission to apply *mutatis mutandis* to debentures, etc.

40. The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Forfeiture of shares

If call or instalment not paid notice must be given

41. If a member fails to pay any call, or installments of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instilment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

42. The notice aforesaid shall: — Form of notice

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

43. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. — In default of payment of shares to be forfeited

44. Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture. — Receipt of part amount or grant of indulgence not to affect forfeiture

45. When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid. — Entry of forfeiture in register of members

46. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share. — Effect of forfeiture

47. (1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit. — Forfeited shares may be sold, etc.

(2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit. — Cancellation of forfeiture

48. (1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. — Members still liable to pay money owing at the time of forfeiture

(2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part. — Member still liable to pay money owing at time of forfeiture and interest

Cesser of liability

(3) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

Certificate of forfeiture

49. (1) A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

Title of purchaser and transferee of forfeited shares

(2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

Transferee to be registered as holder

(3) The transferee shall thereupon be registered as the holder of the share; and

Transferee not affected

(4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

Validity of sales

50. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.

Cancellation of share certificate in respect of forfeited shares

51. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.

Surrender of share certificates

52. The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.

Sums deemed to be calls

53. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Provisions as to forfeiture of shares to apply *mutatis mutandis* to debentures, etc.

54. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Alteration of capital

55. Subject to the provisions of the Act, the Company may, by ordinary resolution - Power to alter share capital

(a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;

(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:

Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;

(c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

56. Where shares are converted into stock: Shares may be converted into stock

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage; Right of stockholders

(c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder”/“member” shall include “stock” and “stock-holder” respectively.

57. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, — Reduction of capital

(a) its share capital; and/or

(b) any capital redemption reserve account; and/or

(c) any securities premium account; and/or

(d) any other reserve in the nature of share capital.

Joint Holders

Joint-holders

58. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

Liability of Joint-holders

(a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share.

Death of one or more joint-holders

(b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

Receipt of one suficient

(c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.

Delivery of certificate and giving of notice to first named holder

(d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.

Vote of joint-holders

(e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.

Executors or administrators as joint holders

(ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

Provisions as to joint holders as to shares to apply *mutatis mutandis* to debentures, etc.

(f) The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company registered in joint names.

Capitalisation of profits

59. (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve — Capitalisation

(a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards: Sum how applied

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).

(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

60. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall - Powers of the Board for capitalisation

(a) make all appropriations and applications of the amounts resolved to be capitalized thereby, and all allotments and issues of fully paid shares or other securities, if any; and

(b) generally do all acts and things required to give effect thereto.

(2) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and Board's power to issue fractional certificate/coupon etc.

(b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalization, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares.

(3) Any agreement made under such authority shall be effective and binding on such members. Agreement binding on members

Buy-back of shares

Buy-back of shares

61. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

General meetings

Extraordinary general meeting

62. All general meetings other than annual general meeting shall be called extraordinary general meeting.

Powers of Board to call extraordinary general meeting

63. The Board may, whenever it thinks fit, call an extraordinary general meeting.

Proceedings at general meetings

Presence of Quorum

64. (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

Business confined to election of Chairperson whilst chair vacant

(2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.

Quorum for general meeting

(3) The quorum for a general meeting shall be as provided in the Act.

Chairperson of the meetings

65. The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.

Directors to elect a Chairperson

66. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

Members to elect a Chairperson

67. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically, choose one of their members to be Chairperson of the meeting.

Casting vote of Chairperson at general meeting

68. On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

Minutes of proceedings of meetings and resolutions passed by postal ballot

69. (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

(2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting - Certain matters not to be included in Minutes

(a) is, or could reasonably be regarded, as defamatory of any person; or

(b) is irrelevant or immaterial to the proceedings; or

(c) is detrimental to the interests of the Company.

(3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause. Discretion of Chairperson in relation to Minutes

(4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein. Minutes to be evidence

70. (1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall: Inspection of minute books of general meeting

(a) be kept at the registered office of the Company; and

(b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.

(2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above: Members may obtain copy of minutes

Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

71. The Board, and also any person(s) authorized by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision. Powers to arrange security at meetings

Adjournment of meeting

72. (1) The Chairperson may, *suo motu,* adjourn the meeting from time to time and from place to place. Chairperson may adjourn the meeting

(2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Business at adjourned meeting

(3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Notice of adjourned meeting

(4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. Notice of adjourned meeting not required

Voting rights

Entitlement to vote on show of hands and on poll

73. Subject to any rights or restrictions for the time being attached to any class or classes of shares -

(a) on a show of hands, every member present in person shall have one vote; and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

Voting through electronic means

74. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.

Vote of joint-holders

75. (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

Seniority of names

(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

How members *non compos mentis* and minor may vote

76. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.

Votes in respect of shares of deceased or insolvent members, etc.

77. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

Business may proceed pending poll

78. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

Restriction on voting rights

79. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.

Restriction on exercise of voting rights in other cases to be void

80. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.

Equal rights of members

81. Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

Proxy

82. (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. — Member may vote in person or otherwise

(2) The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. — Proxies when to be deposited

83. An instrument appointing a proxy shall be in the form as prescribed in the Rules. — Form of proxy

84. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: — Proxy to be valid notwithstanding death of the principal

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

85. Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15 (fifteen). — Board of Directors

86. (1) The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation. — Directors not liable to retire by rotation

(2) The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company. — Same individual may be Chairperson and Managing Director/ Chief Executive Officer

87. (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. — Remuneration of directors

(2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting. — Remuneration to require members' consent

Travelling and other expenses

(3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all traveling, hotel and other expenses properly incurred by them—

(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or

(b) in connection with the business of the Company.

Execution of negotiable instruments

88. All cheques, promissory notes, drafts, *hundis,* bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

Appointment of additional directors

89. (1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

Duration of office of additional director

(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.

Appointment of alternate director

90. (1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.

Duration of office of alternate director

(2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.

Re-appointment provisions applicable to Original Director

(3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

Appointment of director to fill a casual vacancy

91. (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

Duration of office of Director appointed to fill casual vacancy

(2) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

Powers of Board

92. The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. — General powers of the Company vested in Board

Proceedings of the Board

93. (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. — When meeting to be convened

(2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board. — Who may summon Board meeting

(3) The quorum for a Board meeting shall be as provided in the Act. — Quorum for Board meetings

(4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. — Participation at Board meetings

94. (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. — Questions at Board meeting how decided

(2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. — Casting vote of Chairperson at Board meeting

95. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose. — Directors not to act when number falls below minimum

96. (1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. — Who to preside at meetings of the Board

(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting. — Directors to elect a Chairperson

Delegation of powers

97. (1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.

Committee to conform to Board regulations

(2) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

Participation at Committee meetings

(3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

Chairperson of Committee

98. (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.

Who to preside at meetings of Committee

(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

Committee to meet

99. (1) A Committee may meet and adjourn as it thinks fit.

Questions at Committee meeting how decided

(2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.

Casting vote of Chairperson at Committee meeting

(3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.

Acts of Board or Committee valid notwithstanding defect of appointment

100. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

Passing of resolution by circulation

101. Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

Chief Executive Officer, Manager,Company Secretary and Chief Financial Officer

102. (a) Subject to the provisions of the Act,— Chief Executive Officer, etc.

A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.

(b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer. Director may be chief executive officer, etc.

(c) The same individual may, at the same time, be appointed as the Chief Executive Officers, Manager, Company Secretary as well as Chief Financial Officer of the Company Individual may be chief executive officer, etc.

Register

103. The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Act and Rules. Statutory registers

104. (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register. Foreign register

(b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis,* as is applicable to the register of members.

The Seal

105. (1) The Board shall provide for the safe custody of the seal. The seal, its custody and use

(2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorized by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence. Afixation of seal

Dividends and Reserve

Company in general meeting may declare dividends

106. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.

Interim dividends

107. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.

Dividends only to be paid out of profits

108. (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

Carry forward of profits

(2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

Division of profits

109. (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

Payments in advance

(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.

Dividends to be apportioned

(3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom

110. (1) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

Retention of dividends

(2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.

111. (1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. Dividend how remitted

(2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Instrument of payment

(3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made. Discharge to Company

112. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share. Receipt of one holder sufficient

113. No dividend shall bear interest against the Company. No interest on dividends

114. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board. Waiver of dividends

Accounts

115. (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules. Inspection by Directors

(2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board. Restriction on inspection by members

Winding up

116. Subject to the applicable provisions of the Act and the Rules made thereunder – Winding up of Company

(a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

[b] For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the beneit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity and Insurance

117. (a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including traveling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses. Directors and officers right to indemnity

(b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

(c) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and / or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably. Insurance

General Power

118. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided. General power

We, the several persons, whose names and addresses are subscribed below are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names:

Name, address, description and occupation of each subscriber	**Signature of Subscriber**	**Name, address, description and occupation of witness and his signature.**
SAMEER MANCHANDA S/o Shri. S.D.Manchanda A-89, Nizamuddin East, New Delhi – 110 013 Service	Sd/-	I witness the signature of all the subscribers. Sd/- (JAYASREE.K) (COMPANY SECRETARY) 320-D, Pocket – C, Mayur Vihar, Phase – II, New Delhi – 110 091 ACS 15900
Haresh Chawala S/o Shri. Ram Chawla, 143, B Wing, Nibbana Builidng, Pali Hill, Bandra (W) Bombay – 400 050 Service	Sd/-	
Rajdeep Sardesai S/o Shri. Dilip Sardesai N-121, Panchsheel Park, New Delhi – 110 017 Service	Sd/-	

Place : New Delhi

Dated : June 2, 2005

HIGH COURT / NCLT ORDERS

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF COMPANIES ACT, 1956

COMPANY PETITION NO. 200/2008

M/s. ibn 18 Broadcast Ltd.
having its regd. office at :
601, 6th Floor, Commercial Tower,
Hotel Le- Meridien, Rai Sina Road,
New Delhi-110001

Petitioner

BEFORE HON'BLE MS. JUSTICE GITA MITTAL

Order Confirming Reduction of Securities Premium Account

Upon the petition of M/s. ibn 18 Broadcast Ltd. presented on the 16th day of July, 2008, upon hearing Sh. Tarun Gupta, Advocate for the petitioner, Mr. Raisuddin, Asstt. Registrar of Companies in person, and upon reading the said petition and the affidavit in support thereof of Sh. Hitesh Kumar Jain filed on the 16th day of July, 2008 and upon perusing the publication in the newspapers (1) Statesman (English) (2) Jansatta (Hindi) both dt. 27/8/2008 containing notice of the date of hearing of this petition, and none of the creditors or shareholders appearing in person or by advocate nor any objection has been filed, and the Court being satisfied with respect to every creditor entitled to object to the reduction that either his consent to the reduction has been obtained or his debt or claim has been discharged or has determined or has been secured, this Court Doth Order:

(1) That the reduction of the Securities Premium Account of M/s. ibn 18 Broadcast Ltd. resolved on and effected by the special resolution passed at the Extra Ordinary General Meeting of the said company held on the 27th day of June, 2008, which resolution was in the words and figures following viz.

> "**Resolved that** pursuant to Sections 78, 100 and other applicable provisions of the Companies Act, 1956, if any, (including any statutory modification or re-enactment thereof for the time being in force) read with Clause 3 and 6 of the Articles of Association of the Company, subject to the confirmation of the Hon'ble High Court of Delhi and subject to such other regulatory approvals as may be required and as an integral part of the Scheme of Arrangement between the Company, BK Fincap

Private Limited and Jagran TV Private Limited and their respective shareholders and creditors (hereinafter referred to as the "Scheme"), the approval of equity shareholders of the Company be and is hereby given to the reduction of the Securities Premium account of the company for writing off (a) the amount representing the differential arising on account of consolidation as envisages in the scheme, more specifically as provided in Clause 9 of the Scheme and (b) debit balance in the Profit and Loss Account of the Company amounting to Rs.659,525,644, representing the cash loss component i.e. "Accumulated losses excluding unabsorbed depreciation", as appearing in the books of accounts of the Company (Rupees Six Hundred and Fifty Nine Million Five Hundred and Twenty Five Thousand Six Hundred and Forty Four only").

"Resolved further that in relation to reduction of the Securities Premium Account, for the purpose of giving effect to the above resolution and for the removal of any difficulties or doubts, Mr. Sameer Manchanda, Joint Managing Director, Mr. Raghav Bahl, Director, Mr. Gurdeep Singh Puri, General Manager Finance and Mr. Hitesh Kumar Jain, Company Secretary be and are hereby severally authorized to do all such acts, deeds, matters and things as they may, at their absolute discretion, deem necessary ,expedient, usual or proper and to settle any question or difficulty that may arise with regard to the above as considered necessary to give effect to the above resolution or to carry out such modifications/directions as may be ordered by the Hon'ble High Court of Delhi or any other regulatory authority while confirming/ passing requisite orders to implement this Resolution passed in the Extra Ordinary General Meeting.

"Resolved further that in relation to reduction of Securities Premium Account, the above said officers be and are hereby severally authorized to take such steps and to do all such acts, deeds, matters and things as may deem fit and proper for the conduct of the process,and to execute and sign necessary documents, agreements applications, petitions, affidavits to regulatory and other authorities, and to do all such acts, deeds, matters and things, as they may deem fit and proper, including appointment of Advocate(s), filing and verifying the petition, affirming affidavits, and appearing in Courts.

"Resolved further that in relation to reduction of Securities Premium Account, the above said officers shall also have the power to withdraw, in full or in part, effect modification and modify any applications made to regulatory authorities or the High Court/other authorities, should such action be considered necessary or as may be ordered by the High Court/other authorities."

(2) That the minute set forth in the Schedule hereto be and is hereby approved.

(3) That a certified copy of this order including the minute as approved be delivered to the Registrar of Companies within 21 days from this date.

(4) That notice of the registration by the Registrar of Companies of this order and of the said minute be published once each in the newspapers (1) Statesman (English) (2) Jansatta (Hindi) within 21 days of the registration aforesaid.

SCHEDULE

FORM OF MINUTE

"The Authorized Share Capital of the Petitioner Company is Rs.400,000,000 divided into 200,000,000 shares of Rs 2 each. Pursuant to Sections 100 to 103 of the Companies Act, 1956 and Rules 46, 47 and 85 of the Companies (Court) Rules, 1959, the balance appearing in the Share Premium account of the Petitioner Company shall be utilized for writing off (a) the amount representing the differential arising on account of consolidation as envisaged in the Scheme of Arrangement, more specifically as provided in Clause 9 of the Scheme, as increased by the expenses of the Scheme of Arrangement and (b) debit balance in the profit and Loss Account of the Company amounting to Rs.659,525,644, representing the cash loss component i.e. "Accumulated losses excluding unabsorbed depreciation", as appearing in the books of accounts of the Petitioner Company (Rupees Six Hundred and Fifty Nine Million Five Hundred and Twenty Five Thousand Six Hundred and Forty Four only).

Dated this the 15th day of September, 2008
(By order of the Court)

Deputy Registrar (Co.)

B

IN THE HIGH COURT OF DELHI AT NEW DELHI

ORIGINAL JURISDICTION

COMPANY PETITION NO 20 OF 2006

CONNECTED WITH

COMPANY APPLICATION (M) NO. 104/2006



IN THE MATTER OF:

THE COMPANIES ACT, 1956

AND

IN THE MATTER OF:

SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956

READ WITH RULES 67 TO 87 OF THE

COMPANIES (COURT) RULES, 1959



AND

IN THE MATTER OF:

THE SCHEME OF AMALGAMATION BETWEEN

GLOBAL BROADCAST NEWS LIMITED AND SRH BROADCAST

NEWS HOLDINGS PRIVATE LIMITED



MEMO OF PARTIES

IN THE MATTER OF:

GLOBAL BROADCAST NEWS LIMITED A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE AT B-2, KAILASH APARTMENTS, LALA LAJPAT RAI MARG, NEW DELHI – 110048 — PETITIONER/ TRANSFEREE COMPANY

AND

IN THE MATTER OF:

SRH BROADCAST NEWS HOLDINGS PRIVATE LIMITED A COMPANY INCORPORATED UNDER — TRANSFEROR COMPANY

C

THE COMPANIES ACT, 1956, HAVING

ITS REGISTERED OFFICE AT B-2, KAILASH APARTMENTS,

LALA LAJPAT RAI MARG,

NEW DELHI – 110048

IN THE MATTER OF:-

GLOBAL BROADCAST NEWS LIMITED — **PETITIONER/ TRANSFEREE COMPANY**

FILED BY:

N Gupta

NIDHESH GUPTA

ADVOCATE FOR THE PETITIONER COMPANY

D – 4/1 VASANT VIHAR

NEW DELHI

Delhi

3/9/2002

TRUE COPY

EXAMINED

% 31.10.2006

Present: Mr. Rajiv Nayar, Sr. Adv. with Mr. Arunabh Choudhary for the petitioner.

\+ **CP Nos. 199-200/2006**

*

1. These petitions under Sections 391(2) to 394 of the Companies Act, 1956 (hereinafter referred to as the Act) have been filed by M/s SRH Broadcast News Holdings Private Limited (hereinafter referred to as the transferor company) and M/s Global Broadcast New Limited (hereinafter referred to as the transferee company).

2. The registered offices of the transferor company and the transferee company are located in Delhi, within the jurisdiction of this Court.

3. It is stated in the petitions that no proceedings under Sections 235-251 of the Act are pending against the transferor company and the transferee company.

4. The transferor company and the transferee company

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Dept.
Delhi

had earlier filed CA(M) Nos. 103-104/2006. The said applications were disposed of vide order dated 26th May, 2006. This Court dispensed with the requirement to convene and hold meeting of the shareholders of the transferor company. It was stated that the transferor company does not have any secured and unsecured creditors and, therefore, no meeting was required to be held. This Court also dispensed with the requirement to convene and hold meeting of the shareholders of the transferee company in view of the consent letters/no objection certificates given by them. Meeting of the secured and unsecured creditors of the transferee company was required to be held.

5. The Chairperson appointed by this Court has submitted his report for the meetings of the secured and unsecured creditors of the transferee company. As per the said report, four secured creditors were present in the meeting and they have unanimously approved the proposed scheme of

amalgamation. The meeting of the unsecured creditors was attended by 55 unsecured creditors. 11 votes were declared invalid as signatures were different or on account of invalid attendance slip or no proxy form. 44 unsecured creditors have approved the scheme of amalgamation in the said meeting.

6. The transferor company is the holding company of the transferee company. All the shareholders of the transferee company are held by the transferor company.

7. After filing of the present petitions, notices were issued to the Official Liquidator and the Regional Director (Northern Region). Citations were also directed to be published in the newspapers 'The Statesman' (English) and 'Jansatta' (Hindi). Affidavit has been filed on behalf of the transferor company and the transferee company stating that citations have been duly published in the aforesaid newspapers.

8. The Official Liquidator has filed his report and has stated

that as per the information submitted by the transferor company, he is of the view that the affairs of the said company do not appear to have been conducted in a manner prejudicial to the interest of it's creditors, members or public interest. It has also been stated in the report, that the Official Liquidator has not received any complaint/representation against the proposed scheme of amalgamation from any person/parties interested in the scheme in any manner.

9. The Regional Director (Northern Region) has filed his response/reply stating that notices for the meeting of the secured creditors of the transferee company were sent to ICICI Bank (NBCC place), Citi Bank, ICICI Bank (Connaught Place) and ING Vysya Bank Limited, but proxy forms were received from ICICI Bank (NBCC Place), Perfect Homfin Private Limited, R.S. Capital Services Private Limited and Anmol Finpro Private Limited. It is further stated that no notices were sent to Perfect Homfin Private Limited, R.S. Capital

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Services Private Limited and Anmol Finpro Private Limited but the meeting was attended by them. The votes casted by the said creditors have been taken into consideration by the Chairperson.

10. In response, the transferor company and the transferee company have filed an affidavit of Mr. Sameer Manchanda, Director of both the companies. It is pointed out in the said affidavit that the transferee company had paid off the loans taken from ING Vysya Bank and Citi Bank after passing of the order dated 26th May, 2006 and after the said dates agreements were entered into with Perfect Homefin Private Limited, R.S. Capital Services Private Limited and Anmol Finpro Private Limited. Along with this affidavit, the petitioner companies have also filed no objection certificates given by ICICI Bank Limited, ING Vysya Bank and Citi Bank. In view of the no objection certificates now given by the said banks, the objection raised by the Regional Director (Northern

ATTESTED

Saambhavi Jain
High Court, Delhi

Region) has become infructuous as all the secured creditors have given their consent letters/no objection certificates to the proposed scheme of amalgamation.

11. On query raised by this Court, the transferor company and the transferee company were also required to explain the share exchange ratio. Additional affidavit dated 28th October, 2006 has been filed explaining the share exchange ratio. It is stated that the share exchange ratio is based upon report of J.N. Sharma & Co., Chartered Accountants and as per the said report, Net Asset Value approach has been adopted. It is also stated that the share swap ratio is a simple exercise designed to retain exactly the same effective shareholding pattern and preserve the share capital of the transferor company. No objection has been raised by the Official Liquidator and the Regional Director (Northern Region) to the share exchange ratio.

12. In the aforesaid circumstances and having regard to the

averments made in the petition and the material placed on record, I am satisfied that the prayer made in the petition deserves to be allowed. I do not find any legal impediment to sanction the scheme of amalgamation. Sanction is hereby granted to the proposed scheme of amalgamation under Sections 391(2) to 394 of the Act. Consequent upon amalgamation of the companies, the transferor company shall stand dissolved without the process of winding up.

13. The transferor company and the transferee company will comply with the statutory and other legal requirements. Stamp duty, if payable, shall be paid in accordance with law.

14. The petitions stand disposed of.

DASTI.

Sd/-

SANJIV KHANNA, J

October 31, 2006
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IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
OF
COMPANY PETITION NO.199/2006
CONNECTED WITH
COMPANY APPLICATION (M) NO. 103/2006
IN THE MATTER OF M/s. SRH Broadcast News Holdings Pvt. Ltd.,
having its Regd. Office at
B-2, Kailash Apartments,
Lala Lajpat Rai Marg, New Delhi-110048

Petitioner/Transferor Company

WITH
COMPANY PETITION NO. 200/2006
CONNECTED WITH
COMPANY APPLICATION (M) NO. 104/2006
IN THE MATTER OF M/s. Global Broadcast News Ltd.,
having its Regd. Office at
B-2, Kailash Apartments,
Lala Lajpat Rai Marg, New Delhi-110048

Petitioner/Transferee Company

BEFORE HON'BLE MR. JUSTICE SANJIV KHANNA
DATED THIS THE 31ST DAY OF OCTOBER, 2006

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petitions coming up for hearing on 31/10/06 for sanction of scheme of amalgamation proposed to be made of M/s. SRH Broadcast News Holdings Pvt. Ltd.(hereinafter referred to as the Transferor Company) with M/s. Global Broadcast News Ltd. (hereinafter referred to as the Transferee Company), upon reading the said petitions, the order dt. 26/5/06 whereby the requirement of convening and holding the meetings of the shareholders of the Transferor and Transferee Companies was dispensed with and the meetings of secured and unsecured creditors of the Transferee Company was ordered to be convened for the purpose of considering, and if thought fit, approving, with or without modification, the Scheme of amalgamation annexed to the affidavits of Sh. Raghav Bahl, Director and authorized signatory of the Transferor Company and Sh. Sameer Manchanda, Director and authorized signatory of the Transferee Company filed on 25th day of May, 2006 and the publication in the newspapers namely (1) Statesman (English) and (2) Veer Arjun (Hindi) both dt. 23/6/06 each containing the advertisement of the said notice convening the said meetings directed to be held by the said

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order dated 26/5/06, the affidavit of Sh. Rajeev Ranjan Raj, Chairperson filed on 10/7/2006 showing the publication and despatch of the notices convening the said meetings, the reports of the Chairperson of the said meetings as to the result of the said meetings and upon hearing Sh. Rajiv Nayar, Sr. Advocate with Mr. Arunavh Choudhary, Advocate for the petitioner companies and it appearing from the reports that the proposed scheme of amalgamation has been approved unanimously without any modification by the said secured and unsecured creditors of the Transferee Company present and voting either in person or by proxy and upon reading the affidavit dated 15/9/06 of Sh. Rakesh Chandra, Regional Director, Northern Region, Ministry of Company Affairs, Noida on behalf of Central Government whereby he raised an objection that notices for meeting of the secured creditors of the Transferee Company were sent to ICICI Bank (NBCC Place), City Bank, ICICI Bank (Connaught Place) and ING Vysya Bank Ltd., but proxy forms were received from ICICI Bank (NBCC Place), Perfect Homefin Pvt. Ltd., R.S. Capital Services Pvt. Ltd. and Anmol Finpro Pvt. Ltd. It is further stated that no notices were sent to Perfect Homefin Pvt. Ltd., R.S. Capital Services Pvt. Ltd. and Anmol Finpro Pvt. Ltd. but the meeting was attended by them. The votes casted by the said creditors have been taken into consideration by the Chairperson. In response the Transferor Company and the Transferee Company have filed an affidavit of Mr. Sameer Manchanda, Director of both the companies. It is pointed out in the said affidavit that the Transferee Company had paid off the loans taken from ING Vysya Bank and City Bank after passing of the order dated 26th May, 2006 and after the said dates agreements were entered into with Perfect Homefin Pvt. Ltd., R.S. Capital Services Pvt. Ltd. and Anmol Finpro Pvt. Ltd. Alongwith this affidavit, the petitioner companies have also filed no objection certificates given by ICICI Bank Ltd., ING Vysya Bank and City Bank. In view of the no objection certificate now given by the said banks, the objection raised by the Regional Director (Northern Region) has become infructuous as all the secured creditors have given their consent letters/no objection certificate to the proposed scheme of amalgamation. However, one query raised by this Court that the Transferor Company and the Transferee Company were also required to explain the share exchange ratio. Additional affidavit dt. 28/10/06 has been filed explaining the share exchange ratio. It is stated that the share exchange ratio is based upon report of J.N. Sharma & Co., Chartered Accountants and as per the said report, Net Asset Value approach has been adopted. It is also stated that the share swap ratio is a simple exercise designed to retain exactly the same effective shareholding pattern and

preserve the share capital of the Transferor Company. No objection has been raised by the Official Liquidator and the Regional Director to the share exchange ratio; and considering the affidavit of Sh. A.K. Chaturvedi, Official Liquidator filed on 18/9/2006 stating therein that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its members or to public interest; and there being no investigation proceedings pending in relation to the petitioner Company under Section 235 to 251 of the Companies Act, 1956.

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION setforth in Schedule-I annexed hereto and DOTH HEREBY DECLARE the same to be binding on all the shareholders and creditors of the Transferor and Transferee Companies and all concerned and doth approve the said scheme of amalgamation with effect from the appointed date i.e. 1.10.2005.

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Company specified in the First, Second and Third parts of the Schedule-II hereto and all other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and

2. That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and

3. That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and

4. That the Transferee Company do without further application allot to such members of the Transferor Company as have not given such notice of dissent as is required by Clause 5 given in the scheme of amalgamation herein the shares in the Transferee Company to which they are entitled under the said amalgamation; and

5. That the Transferor Company do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on

ATTESTED

such certified copy being so delivered, the Transferor Company shall be dissolved without the process of winding up and the Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly; and

6. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

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SCHEDULE- I

SCHEME OF AMALGAMATION

Between

SRH BROADCAST NEWS HOLDINGS PRIVATE LIMITED

and

GLOBAL BROADCAST NEWS LIMITED

and

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956

A. General:

a. SRH Broadcast News Holdings Private Limited ("SRH Holdings") is an Indian company which is a subsidiary of Television Eighteen India Limited ("TV18").

b. Global Broadcast News Limited ("GBN") is an Indian company, which owns and operates the popular English general news channel – CNN IBN. The entire equity share capital of GBN is owned by SRH Holdings.

B. Rationale for the Scheme

As part of the group restructuring, it is intended to consolidate SRH Holdings and GBN. The Board of Directors of both SRH Holdings and GBN are of the opinion that the merger would result in benefit to the shareholders, creditors, employees and other stakeholders of both the companies.

C. OVERVIEW OF SCHEME

With the aforesaid objectives, the Scheme is organized as follows:

Part I: Definitions

Part II: Merger of SRH Holdings into GBN

Part III: General terms and conditions

For Global Broadcast News Ltd.

Authorised Signatory

For SRH BROADCAST NEWS HOLDINGS (P) L

Authorised Signat

PART I
DEFINITIONS

1. DEFINITIONS

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

(a) "Act" means the Companies Act, 1956, including any statutory modifications, re-enactments or amendments thereof.

(b) "Appointed Date" means the first day of October, 2005.

(c) "Effective Date" means the date on which the certified copies of the orders of the Hon'ble High Court at New Delhi vesting the Undertaking in the Transferee Company are filed with the Registrar of Companies, Delhi & Haryana. References in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of the Scheme" shall mean the Effective Date.

(d) "Scheme of Amalgamation" or "this Scheme" or "the Scheme" means this scheme of Amalgamation in its present form or with any modifications made under Clause 18 of the Scheme.

(e) "Specified Date" means the date(s) to be fixed by the Board of Directors or a committee thereof of GBN for the purpose of determining the members of SRH Holdings to whom shares will be allotted.

(f) "Transferee Company" or "GBN" means Global Broadcast News Limited, a company incorporated under the Act and having its registered office at B – 2 Kailash Apartments, Lala Laj Pat Rai Marg, New Delhi 110048

(g) "Transferor Company" or "SRH Holdings" means SRH Broadcast News Holdings Private Limited, a company incorporated under the Act and having its registered office at B – 2 Kailash Apartments, Lala Laj Pat Rai Marg, New Delhi 110048

(h) "Undertaking" shall mean and include the whole of the undertaking of the Transferor Company, as a going concern, including all secured and unsecured debts, liabilities, duties and obligations and all the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or

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For Global Broadcast News Ltd.
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Dept.
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contingent and including but without being limited to land and building, all fixed and movable plant and machinery, vehicles, fixed assets, current assets, deferred tax assets (if any), investments, reserves, provisions, funds, quota rights, import quotas, import licenses, other licenses, registrations, copyrights, patents, trade names, trade marks, industrial designs and other industrial rights and licenses in respect thereof, applications for copyrights, patents, trade names and trade marks, labels, label designs, leases, licenses, tenancy rights, premises, ownership flats, hire purchase and lease arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, employees, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, balances with all regulatory authorities, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, funds, cash, bank balances, accounts and all other rights, claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, as on the Appointed Date.

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1A EXPRESSIONS NOT DEFINED IN THIS SCHEME

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, and as the context may require, have the same meaning ascribed to them under the Act or the Securities Contracts (Regulation) Act, 1956 or the Depositories Act, 1996 or other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification of re-enactment thereof from time to time. In particular, wherever reference is made to the Hon'ble High Court in the Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority as may be vested with the powers of the Hon'ble High Court under the Act.

2. DATE OF TAKING EFFECT

The Scheme shall come into legal operation from the Appointed Date but shall become effective from the Effective Date.

3. COMPLIANCE WITH TAX LAW

This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, including section 2(1B) of the Income tax Act, 1961 and other relevant sections of the Income tax Act, 1961 including Section 72A thereof. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. In such an eventuality, the Board of Directors of GBN shall at any time, have the authority to make all consequential changes to the Scheme in order to ensure that the Scheme is determined to be in compliance with the relevant provisions of Income Tax Act, 1961.

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PART II – MERGER OF SRH HOLDINGS INTO GBN

4. TRANSFER OF UNDERTAKING

The Undertaking shall be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company in the following manner:

(a) With effect from the Appointed Date, the whole of the Undertaking of the Transferor Company comprising all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 391 read with Section 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date the assets and liabilities of the Transferee Company. As regards transfer of specified movable assets, clauses (b) and (c) below provide for the physical mode of effecting transfer.

(b) All the movable assets including cash in hand, if any, of the Transferor Company, capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company.

(c) In respect of movables other than those specified in sub-clause (b) above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, the following modus operandi for intimating to third parties shall to the extent possible be followed:

(i) The Transferee Company shall give notice in such form as it may deem fit and proper, to each person, debtor or depositee as the case may be, that pursuant to the Hon'ble High Court at New Delhi having sanctioned the Scheme between the Transferor Company, the Transferee Company and their respective members and creditors under Section 391 read with Section 394 of the Act, the said debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to

recover or realize the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change;

(ii) The Transferor Company shall also give notice in such form as they may deem fit and proper to each person, debtor or depositee that pursuant to sanction of the Hon'ble High Court at New Delhi to the Scheme between the Transferor Company, the Transferee Company and their respective members and creditors under Section 391 read with Section 394 of the Act, the said debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company and that the right of the Transferor Company to recover or realize the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change.

(d) In respect of such of the assets of the Transferor Company other than those referred to in Clause 4(b) and 4(c) above, the same shall without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 394 of the Act or other provisions of law as applicable.

(e) With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of the Transferor Company shall also, under the provisions of Sections 391 to 394 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company so as to become as and from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this sub-clause.

(f) The transfer and vesting of the Undertaking of the Transferor Company as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of the Transferor Company.

Provided however, any reference in any security documents or arrangements (to which the Transferor Company is a party) to

the assets of the Transferor Company offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Undertaking of the Transferor Company as are vested in the Transferee Company by virtue of the aforesaid clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Company or any of the assets of the Transferee Company.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of the Transferor Company vested in the Transferee Company.

(g) In so far as the various rights, quality certifications, licenses, registrations, other benefits or privileges (granted by any Government body, local authority or by any other person) enjoyed or availed by the Transferor Company are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as were applicable to the Transferor Company. The Transferee Company shall, where considered necessary file necessary intimations with appropriate authorities in this regard.

(h) All assets acquired/ disposed off or liabilities incurred/ discharged by the Transferor Company between Appointed Date and Effective Date shall be deemed to have been done by the Transferor Company for and on behalf of the Transferee Company and these shall stand transferred to and be vested in the Transferee Company upon the coming into effect of this Scheme.

5. ISSUE OF SHARES

(a) Upon the coming into effect of the Scheme and in consideration of the transfer of the Undertaking to the Transferee Company, the Transferee Company shall, without any further act or deed and without any further payment, issue and allot equity shares ("New Equity Shares") at par on a proportionate basis to each member of the Transferor Company whose name is recorded in the register of members of the Transferor Company as holding equity shares on the Specified Date, in the ratio of 5:2:1 ("Swap Ratio"), i.e for

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For SRH BROADCAST NEWS HOLDINGS (P

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every one equity share of face value of Rs 10 each held in SRH Holdings, 5.2 equity shares of face value of Rs 10 each in GBN shall be issued.

(b) The Swap Ratio is based on the share capital positions as on the Appointed Date, and shall therefore be suitably adjusted for any post Appointed Date share capital changes of either the Transferor Company or the Transferee Company (increase of share capital, bonus issue, split of shares, consolidation of shares, capital reduction, share buyback, re-classification of shares) as may be required. All such adjustments to the Swap Ratio shall be deemed to be carried out as an integral part of this Scheme, and the resultant Swap Ratio shall be adopted in Clause 5(a) without any further act or deed, upon agreement in writing by both the Transferor Company and the Transferee Company.

(c) The New Equity Shares to be issued and allotted pursuant to Clause 5(a) above shall in all respects, rank pari passu with the existing equity shares of the Transferee Company.

(d) The New Equity Shares to be issued and allotted in terms thereof will be subject to the Memorandum and Articles of Association of the Transferee Company.

PART III – GENERAL TERMS AND CONDITIONS

6 ACCOUNTING TREATMENT

(a) The Transferee Company shall, upon the Scheme coming into effect, record the assets and liabilities (except investment by SRH Holdings in the equity share capital of GBN and any inter company advances given by SRH Holdings to GBN which shall stand cancelled pursuant to the Scheme) of the Transferor Company vested in it pursuant to this Scheme, at the respective book values thereof as appearing in the books of the Transferor Company at the close of business of the day immediately preceding the Appointed Date.

(b) The Transferee Company shall record the Reserves of the Transferor Company in the same form and at the same values as they appear in the financial statements of the Transferor Company at the close of business of the day immediately preceding the Appointed Date. Balances in the Profit and Loss Account (if any) of the Transferor Company shall be similarly aggregated with the balances in Profit and Loss Account of the Transferee Company.

(c) In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the General Reserve of the Transferee Company to ensure that the financial statements of the Transferee

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Company reflect the financial position on the basis of consistent accounting policies.

(d) It is hereby clarified that all transactions during the period between the Appointed Date and Effective Date relating to the Undertaking would be duly reflected in the financial statements of the Transferee Company, upon the Scheme coming into effect.

(e) Notwithstanding the above, the Board of Directors of the Transferee Company, in consultation with their advisors, is authorised to account any of these balances in any manner whatsoever, if considered more appropriate.

7 BUSINESS AND PROPERTY IN TRUST FOR TRANSFEREE COMPANY

As and from the Appointed Date upto and including the Effective Date:

(a) The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall stand possessed of all its assets and properties referred to in Clause 4 above, in trust for the Transferee Company and shall account for the same to the Transferee Company.

(b) Any income or profit accruing or arising to the Transferor Company and all costs, charges, expenses and losses or taxes incurred by the Transferor Company shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of the Transferee Company.

(c) The Transferor Company and Transferee Company agree that from the Appointed Date and upto and including the Effective Date, they shall (i) not take any decision for utilization of their profits or reserves or such other amounts, if any, for the purposes of declaring or paying any dividend on its share capital or declaring any bonus shares or distributing the same in any other manner to their shareholders, and (ii) not make any change in their respective capital structures by issue of new equity or preference shares or bonus shares or by issue of any other instrument convertible into equity shares or otherwise, by sub-division, reduction, reclassification, consolidation, buy-back, or in any other manner which may affect the Swap Ratio, except with the prior written authorization of the Transferor Company and the Transferee Company.

8 CONDUCT OF BUSINESS

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

(a) The Transferor Company shall carry on the business of the Transferor Company with reasonable diligence and in the same manner as it had been doing hitherto, and the Transferor Company shall not alter or substantially expand the business of the Transferor Company except with the written concurrence of the Transferee Company.

(b) The Transferor Company shall not, without the written concurrence of the Transferee Company, alienate, charge or encumber any of their properties referred to in Clause 4 above, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of the Transferor Company.

9 LEGAL PROCEEDINGS

9.1 All legal proceedings of whatsoever nature by or against the Transferor Company pending and/ or arising at the Appointed Date and relating to the Transferor Company or its properties, assets, debts, liabilities, duties and obligations referred to in Clause 4, shall be continued and/ or enforced until the Effective Date as desired by the Transferee Company and as and from the Effective Date shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in its name in relation to the Transferor Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company.

9.2 After the Appointed Date, if any proceedings are taken against the Transferor Company above, the same shall be defended by and at the cost of the Transferee Company.

10 CONTRACTS AND DEEDS

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments, if any, of whatsoever nature to which the Transferor Company is a party and subsisting or having effect on the Effective Date shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto. The

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Transferee Company may enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

11 SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 4 above and the continuance of proceedings by or against the Transferee Company under Clause 9 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or before the Appointed 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.

12 DISSOLUTION OF TRANSFEROR COMPANY

On the Scheme coming into effect, the Transferor Company shall, without any further act or deed, stand dissolved without the process of winding up.

13 STAFF, WORKMEN AND EMPLOYEES

13.1 On the Scheme coming into effect, all employees of the Transferor Company in service as on the Effective Date on shall be deemed to have become the employees of the Transferee Company without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Company on the Effective Date.

13.2 It is expressly provided that, in so far as the Provident Fund, Gratuity Fund, or any other Special Fund created or existing for the benefit of the employees of the Transferor Company are concerned, upon the Scheme coming into effect, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever in relation to the

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administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company and all the rights and benefits of the employees of the Transferor Company under such Funds shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

14 OTHER TERMS

14.1 It is clarified that all taxes payable by the Transferor Company from the Appointed Date onwards including all or any refunds and claims shall, for all purposes, be treated as the tax liabilities or refunds and claims of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its tax returns and to claim refunds/ credits, pursuant to the provisions of this Scheme.

15 APPLICATIONS TO HIGH COURTS

15.1 The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make applications to the Hon'ble Court at New Delhi under Section 391 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the members and/ or creditors of each of the Transferor Company and the Transferee Company as may be directed by the Hon'ble High Court.

15.2 On the Scheme being agreed to by the requisite majorities of the classes of the members and/ or creditors of the Transferee Company and the Transferor Company as directed by the Hon'ble Court at New Delhi, the Transferee Company and the Transferor Company shall, with all reasonable dispatch, apply to the Hon'ble High Court at New Delhi, for sanctioning the Scheme of Amalgamation under Sections 391 and 394 of the Act, and for such other order or orders, as the said Hon'ble High Court may deem fit for carrying this Scheme into effect and for dissolution of the Transferor Company without the process of winding up.

16 CONDITIONALITY OF SCHEME

16.1 The Scheme is conditional upon and subject to:

(a) the Scheme being agreed to by the respective requisite majority of members and creditors of the Transferee Company and the Transferor Company; and

(b) the Scheme being approved by the Hon'ble High Court at New Delhi.

16.2 This Scheme, although to come into operation from the Appointed Date, shall not become effective until the date on which all necessary certified copies of orders under Sections 391 to 394 of the Act are duly filed with the Registrar of Companies, Delhi and Haryana. The date of such filing shall be the "Effective Date" for the purpose of this Scheme.

17 EFFECT OF NON-APPROVALS

17.1 In the event any of the said sanctions and approvals referred to in Clause 16 above not being obtained and/ or the Scheme not being passed as aforesaid before December 31, 2006 or within such further period or periods as may be agreed upon between Transferee Company by its Directors and the Transferor Company by its Directors (and which the Board of Directors of the Company are hereby empowered and authorised to agree to and extend from time to time without any limitations), this Scheme of Amalgamation shall stand revoked, cancelled and be of no effect and null and void save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as may otherwise arise in law and in such event each party shall bear their respective costs, charges and expenses in connection with the Scheme.

17.2 If any part or section of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the respective Boards of Directors of the Transferee Company and the Transferor Company, as the case may be, affect the adoption or validity or interpretation of the other parts and/or provisions of this Scheme. It is hereby clarified that the Board of Directors of the Transferee Company and the Transferor Company, as the case may be, may in their

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For BROADCAST NEWS HOLDINGS (P) LTD

Examiner
High Court of Delhi

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absolute discretion, adopt any part of this Scheme or declare the entire Scheme to be null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own cost or bear costs as may be mutually agreed.

18 MODIFICATION OR AMENDMENT

The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modification(s) or amendment(s) in 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 the Scheme and the Transferor Company (by its Directors) and the Transferee Company (by its Directors) and after the dissolution of the Transferor Company, the Transferee Company (by its Directors) be and are hereby authorised to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the Court or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

19 COSTS, CHARGES AND EXPENSES

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

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SCHEDULE – II

SCHEDULE OF ASSETS OF SRH BROADCAST NEWS HOLDINGS PRIVATE LIMITED (TRANSFEROR COMPANY) TO BE TRANSFERRED TO AND VESTED IN GLOBAL BROADCAST NEWS LIMITED (TRANFEREE COMPANY) AS ON THE APPOINTED DATE FOR THE SCHEME OF AMALGAMATION BETWEEN SRH BROADCAST NEWS HOLDINGS PRIVATE LIMITED AND GLOBAL BROADCAST NEWS LIMITED

PART I

Short description of the freehold property of the Transferor Company to be transferred to the Transferee Company

No Freehold property is being transferred by the Transferor Company under the Scheme of Amalgamation

PART II

Short description of the Leasehold property of the Transferor Company to be transferred to the Transferee Company

No Leasehold property is being transferred by the Transferor Company under the Scheme of Amalgamation

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company to be transferred to the Transferee Company

Description of all stocks, shares, debentures and other charges in action of the Transferor Company to be transferred to the Transferee Company under the Scheme of Amalgamation is as under:

AS ON 1.10.05

Investments in Mutual Funds
Investment in Equity Shares of Global Broadcast News Limited
Cash and Bank Balances
Loan to GBN Employees Welfare Trust
Other Advances
Less: Liabilities
Share Application Money Received

Dated this the 31st day of October, 2006

(By Order of the Court)

Joint Registrar (Co.)

TRUE COPY

No. 18673 21/11/06

Date of Presentation of 28/

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N. Jeet Gupta

2/12/2006

2/12/2006

(Original)
High Court of Delhi
New Delhi

IN THE HIGH COURT OF DELHI AT NEW DELHI

ORIGINAL JURISDICTION

COMPANY PETITION NO. 201 OF 2008

CONNECTED WITH

COMPANY APPLICATION (M) NO. 76 OF 2008

For Private Use
Examiner Judicial
High Court of Delhi

In the matter of the Companies Act, 1956

AND

In the matter of Sections 391 to 394 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959

AND

In the matter of the Scheme of Arrangement between Jagran TV Private Limited and BK Fincap Private Limited and Ibn18 Broadcast Limited

AND

In the matter of Jagran TV Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2, Sarvodaya Nagar, Kanpur - 208 005

Demerged Company

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Examiner Judicial Deptt.

AND

In the matter of BK Fincap Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 601, 6th Floor, Commercial Tower, Hotel Le-Meridien, Rai Sina Road, New Delhi - 110 001

Transferor Company/
Petitioner Company No 1

AND

In the matter of Ibn18 Broadcast Limited, a company incorporated under the Companies Act, 1956, having its registered office at 601, 6th Floor, Commercial Tower, Hotel Le-Meridien, Rai Sina Road, New Delhi - 110 001

Transferee Company/
Petitioner Company No 2

ATTESTED
Signature
Translator Judicial Dept
High Court of Delhi

MEMO OF PARTIES

IN THE MATTER OF:

BK FINCAP PRIVATE LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 601, 6th FLOOR, COMMERCIAL TOWER,

HOTEL LE-MERIDIEN, RAI SINA ROAD, NEW DELHI - 110 001

.... TRANSFEROR COMPANY / PETITIONER COMPANY NO. 1

AND

IN THE MATTER OF:

ibn18 BROADCAST LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 601, 6th FLOOR, COMMERCIAL TOWER,

HOTEL LE-MERIDIEN, RAI SINA ROAD, NEW DELHI - 110 001

.... TRANSFEREE COMPANY / PETITIONER COMPANY NO. 2

FILED BY:

New Delhi

Dated 16/7/2004

TARUN GUPTA

ADVOCATE FOR THE PETITIONER COMPANIES

AT D - 4/1, VASANT VIHAR

NEW DELHI





IN THE HIGH COURT OF DELHI

COMPANY PETITION NO. 201/2008

Date of decision: 15th September, 2008.

In the matter of
The Companies Act, 1956:

And

Petition under Sections 391 to 394 of the Companies Act, 1956

Scheme of Arrangement between:

Jagran TV Private Limited	..	Demerged Company
BK Fincap Private Limited	..	Transferor Company/ Petitioner Company-I
AND		
Ibn18 Broadcast Limited	..	Transferee Company/ Petitioner Company-II

Through Mr. Nidesh Gupta, Sr. Adv. with Mr. Tarun Gupta, Advocate for the petitioners
Mr. Raisuddin, Asstt. Registrar of Companies
Ms. Manisha Tyagi, Advocate for the Official Liquidator

GITA MITTAL, J (Oral)

1. This joint petition has been filed under section 391 to 394 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959 by the transferor and transferee companies seeking sanction of the Scheme of Arrangement

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S. Nayyar
Examiner Judicial Dept
High Court of Delhi

between Jagran TV Private Limited (hereinafter referred to as the 'demerged company'); BK Fincap Private Limited (hereinafter referred to as the 'transferor company) and ibn18 Broadcast Limited (hereinafter referred to as the 'transferee company').

2. The registered offices of the transferor company and the transferee company are situated at New Delhi within the jurisdiction of this court. The registered office of the demerged company is situated at Kanpur outside the jurisdiction of this Court.

3. The demerged company was incorporated under the provisions of Companies Act, 1956 8th April, 2004 with the Registrar of Companies, U.P. & Uttaranchal, Kanpur.

4. The transferor company was incorporated under the provisions of Companies Act, 1956 10th March, 2006 with the Registrar of Companies, NCT of Delhi & Haryana at New Delhi.

5. The transferee company was incorporated on 6th June, 2005 with the Registrar of Companies, Delhi & Haryana at New Delhi under the name and style of Global Broadcast News Private Limited. The company changed its name from Global Broadcast News Private Limited to Global Broadcast News Limited after

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Examiner Judicial Dept.
High Court of Delhi

passing a special resolution to this effect. The company obtained its fresh certificate of incorporation as Global Broadcast News Limited on 7th April, 2006 from the Registrar of Companies, Delhi & Haryana at New Delhi. The company again changed its name from Global Broadcast News Limited to Ibn18 Broadcast Limited and obtained the fresh certificate of incorporation on 2nd April, 2008.

6. The authorized share capital of the demerged company as on 31st March, 2007 was Rs.15,00,00,000/- divided into 1,50,00,000 equity shares of Rs.10/- each. The issued, subscribed and paid up capital of the demerged company is Rs.13,45,89,500/- divided into 1,34,58,950 equity shares of Rs.10/- each.

7. The authorized share capital of the transferor company as on 31st March, 2007 was Rs.2,00,00,000/- divided into 20,00,000 equity shares of Rs.10/- each. The issued, subscribed and paid up capital of the transferor company is Rs.17,65,000/- divided into 1,76,500 equity shares of Rs.10/- each.

8. The authorized share capital of the transferee company as on 31st March, 2007 was Rs.40,00,00,000/- divided

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into 4,00,00,000 equity shares of Rs.10/- each. The issued, subscribed and paid up capital of the transferee company is Rs.26,72,81,630/- divided into 2,67,28,163 equity shares of Rs.10/- each.

9. Copies of Memorandum and Articles of Association of the demerged company, transferor company and transferee company have been filed on record. The audited balance sheets as on 31st March, 2007 of the demerged company and the transferor and transferee companies along with the report of the auditors have also been placed on record.

10. The Scheme of Arrangement has been placed on record. The salient features of the scheme are detailed in the petition and in the accompanying affidavit. It is claimed that the management of all the companies concerned have examined the relative business strengths and the potential commercial and other synergies of the consolidated entity and, accordingly, the consolidation of businesses under a single entity has been approved by them.

11. So far as the share exchange ratio is concerned, the Scheme provides that upon coming into effect of this Scheme and in consideration of the demerger of the IBN 7 News

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Undertaking in the transferee company, the transferee company shall without any further payment in accordance with clause 7.1 of the Scheme, issue and allot equity shares at par on a proportionate basis to each member of the demerged company as holding equity shares on the specified date in the ratio of 24.23:100 i.e. 24.23 equity shares of Rs.10/- each of the transferee company to be issued for every 100 equity shares of Rs.10/- each of demerged company.

Also, in consideration of the merger of the transferor company in the transferee company, the transferee company shall without any further payment, issue and allot equity shares at par on a proportionate basis to each member of the transferor company as holding equity shares on the specified date in the ratio of 1,662.76:100 i.e. 1,662.76 equity shares of Rs.10/- each of the transferee company to be issued for every 100 equity shares of Rs.10/- each of transferor company.

12. It has been submitted by the petitioners that the Scheme of Arrangement is beneficial to the companies, its shareholders and creditors and no one is prejudicially affected by the proposed scheme. It is further claimed that no proceedings are pending under Sections 235 to 251 of the Companies Act, 1956 against the petitioner companies.

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13. The Board of Directors of the demerged company and the transferor and transferee companies in their separate meetings held on 19th December, 2008 have approved the proposed Scheme of Arrangement. A copy each of the said Board Resolutions has been placed on record.

14. The petitioner companies had earlier filed CA (M) No. 76/2008 seeking directions from the court for convening, holding and conducting separate meetings of the equity shareholders, secured and unsecured creditors of the petitioner companies, which are statutorily required for sanctioning the Scheme of Arrangement. Vide an order dated 13th May, 2008 the court allowed the application and dispensed with the requirement of convening and holding the meetings of equity shareholders, secured and unsecured creditors of the transferor company, and secured creditors of the transferee company. The meetings of the equity shareholders and unsecured creditors of the transferee company were ordered to be convened to consider and, if thought fit, approve, with or without modification, the proposed Scheme of Arrangement.

15. The Chairpersons of the ordered meetings of the equity shareholders and unsecured creditors of the transferee

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company have filed their reports stating that the meetings were duly held on 27th June, 2008 as directed. It is reported that the Scheme of Arrangement has been unanimously approved by all the equity shareholders and the unsecured creditors in the meetings.

16. Learned counsel for the petitioner states that a separate company petition has been filed in Hon'ble High Court of Judicature at Allahabad for seeking sanction of Scheme of Arrangement in respect of the demerged company.

17. The petitioner companies have thereafter filed the present petition seeking sanction of the Scheme of Arrangement. Notices in the petition were directed vide order dated 18th July, 2008 to be issued to the Official Liquidator and the Regional Director, Northern Region. Citations were also directed to be published in 'Statesman (English)' and 'Jansatta (Hindi)' in terms of the Companies (Court) Rules, 1959. Affidavit of service has been filed by the petitioners showing compliance regarding service on the Official Liquidator and the Regional Director, Northern Region and also publication of citations in the above said newspapers on 27th August, 2008. Copies of the newspaper clippings containing the publications have been filed alongwith the affidavit of service in the petition.

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18. Pursuant to the notices issued, the Official Liquidator sought information from the transferor and transferee companies. Based on the information received, the Official Liquidator has filed a report dated 4th September, 2008 stating that he has not received any compliant against the proposed Scheme of Arrangement from any person/party interested in the Scheme in any manner and that the affairs of the demerged company, transferor company and transferee company do not appear to have been conducted in a manner prejudicial to the interest of its members, creditors or public interest as per the provisions of Section 394(1) of the Companies Act, 1956.

19. In response to the notices issued in the petition, Shri Dhan Raj, Regional Director, Northern Region, Ministry of Corporate Affairs has filed a report dated 3rd September, 2008. Reply on Clause 15.1 of Section-D of the Scheme, he has stated that all the employees of the De-merged Company engaged in IBN 7 News Undertakings shall become the employees of the Transferee Company and all the employees of the Transferor Company shall become the employees of the Transferee Company without any break of interruption in their services upon sanctioning of the Scheme of Arrangement. He has further stated that the individual assets and liabilities and the values thereof

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pertaining to 'IBN 7 News Undertakings' of the demerged company to be transferred to the transferee company are not mentioned in the Scheme and since the shareholders and creditors of the companies have approved the Scheme of Arrangement as such, it should have been part of the Scheme of Arrangement so that the details of the individual assets and liabilities and the values thereof pertaining to the 'Demerged Undertaking' are known to the shareholders and creditors of the transferor and transferee companies. He has further stated that there is no mention whether the petitioner companies have complied with the Accounting Standard-14 issued by the Institute of Chartered Accountants of India.

20. In response thereto the petitioners have filed an affidavit dated 8th September, 2008 stating that the 'Demerged Undertaking' i.e. 'IBN 7 News Undertakings' of the demerged company has been fully described in paragraph 1.5 of the Scheme which also clearly provides for transfer of all the property, assets and liabilities of the 'Demerged Undertaking' to the transferee company pursuant to the Scheme. Further, in the valuation report attached with the said affidavit, it is apparent that the valuers have duly considered details and values of assets and liabilities of demerged undertaking and transferee company and that the same were duly considered while arriving at the

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share swap for allotment of shares by transferee company to the shareholders of demerged company in consideration of transfer of 'Demerged Undertaking', pursuant to the Scheme. Further, the valuation report issued by BMR Advisors Pvt. Ltd. was open for inspection by the various parties (shareholders and creditors) and this fact was specifically mentioned in the notice convening the meetings which was sent individually to each shareholder and creditor. Moreover, the Scheme including the share exchange ratio was unanimously approved by the shareholders and creditors of the demerged and transferee companies. Therefore, the equity shareholders and creditors of the petitioner companies were conscious of assets and liabilities of 'IBN 7 News Undertakings' of the demerged company that is being demerged in the transferee company. In view of the above facts, I do not find any substance in the observation of the Regional Director and rejected the same.

21. In response to the second objection raised by the Regional Director, the petitioner companies have given undertakings that the transferor and transferee companies shall comply with Accounting Standard-14 issued by the Institute of Chartered Accountants of India. The objection of the Regional Director therefore does not survive.

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High Court of Delhi

22. No objection has been received to the Scheme of Arrangement from any other party.

23. In view of the approval accorded by the equity shareholders, secured and unsecured creditors of the petitioner companies to the proposed Scheme of Arrangement and there being no objection to the same either by the Official Liquidator or by the Regional Director, Northern Region, there appears to be no impediment to the grant of sanction to the Scheme of Arrangement. Consequently, sanction is hereby granted to the Scheme of Arrangement under section 391 and 394 of the Companies Act, 1956. The petitioner companies will comply with the statutory requirements in accordance with law. Certified copy of this order be filed with the Registrar of Companies within five weeks. It is also clarified that this order will not be construed as an order granting exemption from payment of stamp duty as payable in accordance to law. Upon sanction becoming effective from the appointed date of arrangement, that is 2nd October, 2007, the transferor company shall stands dissolved without undergoing the process of winding up.

24. Learned senior counsel appearing for the petitioners submits that petitioner companies would pay an amount of Rs.2,00,000/- towards costs, in the following manner:

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High Court of Delhi

(i) Rs.25,000/- would be deposited in the Common Pool Fund maintained by the Official Liquidator within two weeks;

(ii) Rs.75,000/- would be utilized for acquisition of tents for victims of the flood in Bihar, which would be delivered by the petitioner to the agency of the Indian Red Cross at Patna/Bihar within four weeks; and

(iii) Rs.1,00,000/- would be deposited with SOS Children's Villages of India, A-7, Nizammuddin West, New Delhi within two weeks.

It is directed accordingly. Copy of the directions with respect to the costs be communicated to the authorities/ organizations concerned. Proof of deposit to be filed in the Registry. In case of non compliance/deposit of costs, the petition be placed before court for appropriate directions.

25. The petition is allowed in the above terms.

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GITA MITTAL, J

September 15, 2008


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HIGH COURT OF DELHI

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF ARRANGEMENT
BETWEEN
COMPANY PETITION NO. 201/2008
CONNECTED WITH
COMPANY APPLICATION (M) NO. 76/2008

IN THE MATTER OF M/s. Jagran TV Pvt. Ltd.,
having its Regd. Office at:
2, Sarvodaya Nagar, Kanpur-208005

Demerged Company
(Outside the jurisdiction of this Court)

IN THE MATTER OF M/s. BK Fincap Pvt. Ltd.
having its Regd. office at:
601, 6th Floor Commercial Tower,
Hotel Le-Meridien, Rai Sina Road, New Delhi1-110001

Petitioner/Transferor Company
(Within the jurisdiction of this Court)

AND

IN THE MATTER OF M/s. ibn18 Broadcast Ltd,
having its regd.office at:
601, 6th Floor, Commercial Tower,
Hotel Le-Meridien, Rai Sina Road, New Delhi-110001

Petitioner/Transferee Company
(Within the jurisdiction of this Court)

BEFORE HON'BLE MS. JUSTICE GITA MITTAL
DATED THIS THE 15TH DAY OF SEPTEMBER, 2008

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition came up for hearing on 15/9/2008 for sanction of Scheme of Arrangement proposed to be made between M/s. Jagran TV Pvt. Ltd. (hereinafter referred to as the Demerged Company); M/s B.K. Fincap Pvt. Ltd. (hereinafter referred to as the Transferor Company) and M/s. ibn18 Broadcast Ltd. (hereinafter referred to as the Transferee Company). The Court examined the petition; the order dated 13/5/2008 passed in CA(M) 76/2008, whereby the requirement of convening and holding the meetings of the equity shareholders of the Transferor Company and secured creditors of the Transferee Company was dispensed with and the meetings of equity shareholders and unsecured creditors of the Transferee Company were ordered to be convened for the purpose of considering and if thought fit approving with or without modification, the Scheme of Arrangement annexed to the affidavit of Sh. Anil Srivastava, Director of the petitioner companies and Mr. Hitesh Kumar Jain, Company Secretary

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of the Transferee Company filed on 9th day of May, 2008; the publication in the newspapers namely (1) Statesman (English) and (2) Jansatta (Hindi) dated 2/6/2008 containing the advertisement of said notice convening the meeting directed to be held vide order dated 13/5/2008, the affidavits of Mr. Sanjeev Bhandari and Ms. Anita Sahni, Chairpersons, appointed by the court, filed on 11/6/2008 showing the publication and despatch of the notices convening the meetings and the reports of the Chairpersons of the meetings as to the result of the meetings. The Court also examined the report filed by Sh. Dhan Raj, Regional Director, Northern Region, Ministry of Corporate Affairs, Noida on behalf of Central Government vide affidavit dated 3/9/2008 stating that the individual assets and liabilities and the values thereof pertaining to 'IBN 7 News undertakings' of the Demerged Company to be Transferred to the Transferee Company are not mentioned in the Scheme and since the shareholders and creditors of the companies have approved the Scheme of Arrangement as such, it should have been part of the Scheme of Arrangement so that the details of the individual assets and liabilities and the values thereof pertaining to the 'Demerged Undertaking' are known to the shareholders and creditors of the Transferor and Transferee Companies. In response thereto the petitioners have filed an undertaking dated 8/9/2008 stating that the 'Demerged Undertaking' i.e. 'IBN 7 News Undertakings' of the Demerged Company has been fully described in paragraph 1.5 of the Scheme which also clearly provides for transfer of all the property, assets and liabilities of the 'Demerged Undertaking' to the Transferee Company pursuant to the Scheme. Further, the valuation report issued by BMR Advisors Pvt. Ltd. was open for inspection by the various parties (shareholders and creditors) and this fact was specifically mentioned in the notice convening the meetings which was sent individually to each shareholder and creditor. Moreover, the Scheme including the share exchange ratio was unanimously approved by the shareholders and creditors of the Demerged Company and the Transferee Company. Therefore, the equity shareholders and creditors of the petitioner companies were conscious of assets and liabilities of 'IBN 7 News Undertakings' of the Demerged Company that is being demerged in the Transferee Company. In view of the above facts, the court did not find any substance in the observation of the Regional Director and rejected the same. The Regional Director has further stated that there is no mention whether the petitioner companies have complied with the Accounting Standard-14 issued by the Institute of Chartered Accountants of India. In response to the second objection, the petitioner companies have given undertakings that the Transferor

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and Transferee Companies shall comply with the Accounting Standard-14 issued by the Institute of Chartered Accountants of India. In view of the undertakings, the objection taken by the Regional Director does not survive.

Upon hearing Mr. Nidesh Gupta, Sr. Advocate with Mr. Tarun Gupta, Advocate for the petitioners, Ms. Manisha Tyagi, Advocate for the Official Liquidator and Mr. Raisuddin, Asstt. Registrar of Companies in person; and in view of the approval of the Scheme of Arrangement without any modification, by the equity shareholders, secured and unsecured creditors of the Transferor and Transferee Companies; and in view of the affidavit of Sh. A. K. Chaturvedi, Official Liquidator filed on 5/9/2008 stating therein that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its shareholders or creditors or to public interest; and there being no investigation proceedings pending in relation to the petitioner companies under Section 235 to 251 of the Companies Act, 1956,

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF ARRANGEMENT setforth in Schedule-I annexed hereto and Doth hereby declare the same to be binding on all the shareholders and creditors of the Transferor and Transferee Companies and all concerned and doth approve the said Scheme of Arrangement with effect from the appointed date i.e. 1.10.2007.

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Company specified in the First, Second and Third parts of the Schedule-II hereto and all other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and

2. That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and

3. That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and

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4. That the Transferee Company do without further application allot to such members of the Transferor Company as have not given such notice of dissent as is required by Clause-7.2 given in the Scheme of Arrangement herein, the shares in the Transferee Company to which they are entitled under the said arrangement; and

5. That the Transferor Company do within five weeks after the date of this order cause certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall stand dissolved without undergoing the process of winding up and the Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly; and

6. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary; and

S. Narayan

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Certified to be a true copy
Delhi High Court

ANNEXURE J (55)

SCHEDULE-I

SCHEME OF ARRANGEMENT

AMONG

Jagran TV Private Limited — **Demerged Company**

AND

BK Fincap Private Limited — **Transferor Company**

AND

Global Broadcast News Limited — **Transferee Company**

UNDER SECTION 391 READ WITH SECTION 394 AND SECTIONS 100 TO 103 OF THE COMPANIES ACT, 1956

PREAMBLE

A. Global Broadcast News Limited ("GBN") is a listed company and the general news and entertainment arm of the Network 18 group. GBN is engaged, inter alia, in the business of television content production and broadcasting, and making strategic/ financial investments in related media businesses. GBN owns and operates one of India's leading 24-hour English language news and current affairs channel, CNN IBN, and is a market leader in this category. GBN also holds (directly and through its holding in BK Fincap Private Limited) equity stake in Jagran TV Private Limited, which owns and operates 'IBN 7', a leading 24-hour Hindi general news channel.

B. BK Fincap Private Limited ("BK Fincap") is a company primarily engaged in the business of making strategic/ financial investments in media and other businesses. BK Fincap is a joint venture between the Gupta Family and GBN, and holds equity stake in Jagran TV Private Limited.

For ibn18 Broadcast Ltd.

Hitesh Kumar Jain
Company Secretary

For BK Fincap Limited

Authorised Signatory

C. Jagran TV Private Limited ("JTV") is a subsidiary of BK Fincap, and it currently owns and operates 'IBN 7', a leading 24-hour Hindi general news channel. Apart from its interests in Indian media business, JTV also carries on software operations and content development.

The Scheme is designed to consolidate the 'IBN 7' general news channel with GBN. Accordingly, this Scheme seeks to achieve demerger of the IBN 7 News Undertaking ("Demerged Undertaking" as defined later in this Scheme) of JTV into GBN and merger of BK Fincap into GBN. It is expected that the steps of re-organization in this Scheme will unlock significant synergies in the businesses, leading to benefits that will maximize value for stakeholders.

The present Scheme involves the following:

- Demerger (on a going concern basis) of the IBN 7 News Undertaking of JTV into GBN with effect from October 1, 2007

- Merger of BK Fincap with GBN with effect from October 2, 2007

OVERVIEW OF SCHEME

With the aforesaid objectives, the Scheme is organized as follows:

Section A: General
Section B: Demerger of IBN 7 News Undertaking
Section C: Amalgamation of BK Fincap into GBN
Section D: Issue of shares/ Accounting treatment
Section E: Other provisions

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SECTION A: GENERAL

1. DEFINITIONS

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

1.1 "Act" means the Companies Act, 1956 or any statutory modification or re-enactment thereof.

1.2 "Appointed Date" means:

1.2.1 in case of Demerger of IBN7 News Undertaking of JTV into GBN, the 1st day of October, 2007; and

1.2.2 in case of Amalgamation of BK Fincap into GBN, the 2nd day of October, 2007

1.3 "BK Fincap Undertaking" shall mean and include the whole of the undertaking of BK Fincap, as a going concern, including all secured and unsecured debts, liabilities, contingent liabilities, duties and obligations and all the property of BK Fincap including its assets, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to all fixed and movable plant and machinery, computers and accessories, software, leasehold improvements, vehicles, fixed assets, current assets, investments (including but not limited to equity shares in the Demerged Company and any equity shares of the Transferee Company issued by virtue of such equity shareholding), leases, licenses, tenancy rights, premises, hire purchase and lease arrangements, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, employees, benefits of agreements, contracts and arrangements, approvals, certifications, balances with all regulatory authorities, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, funds, cash, bank balances, accounts and all other rights, claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by BK Fincap.

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1.4 "Demerged Company" or "Jagran TV Private Limited" or "JTV" means Jagran TV Private Limited, a Company incorporated under the Act and having its registered office at 2, Sarvodaya Nagar, Kanpur 208 005.

1.5 "Demerged Undertaking" means the IBN 7 News Undertaking of JTV, on a going concern basis, comprising, inter alia, the business activity of operating the 'IBN 7' channel, along with all related assets, liabilities, employees and shall include (without limitation):

- all the property of the Demerged Undertaking including all assets wherever situated, whether movable or immovable, leasehold or freehold, tangible or intangible, including all computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, office equipment, electricals, appliances, accessories, investments pertaining to or relatable to the Demerged Undertaking;

- all liabilities present and future and the contingent liabilities (including the liabilities allocable as per Clause 5.8 of this Scheme) pertaining to or relatable to the Demerged Undertaking;

- all rights and licenses including the broadcasting license granted by the Hon'ble Ministry of Information & Broadcasting to operate the 'IBN 7' channel, all assignments and grants thereof, all permits, clearances and registrations whether under Central, State or other laws, rights (including rights/ obligations under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits, incentives or schemes of central/ state governments including the Export Promotion Capital Goods ("EPCG") Scheme, certifications and approvals, regulatory approvals, entitlements, other licenses, municipal permissions, approvals, consents, tenancies, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking either solely or jointly with other parties, cash balances, bank balances, bank accounts, deposits, advances, recoverables, receivables, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by JTV in relation to the Demerged Undertaking, funds belonging to or proposed to be utilised for the Demerged Undertaking, privileges, all other claims, rights and benefits (including under any powers of attorney issued by JTV in relation to the Demerged Undertaking or any powers of attorney issued in favour of JTV or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which JTV was a party), powers and facilities of

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Judicial Department
High Court of Delhi

every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking;

- all employees of JTV that are determined by the Board of Directors of JTV, to be substantially engaged in or in relation to the Demerged Undertaking, on the date immediately preceding the Effective Date;

- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by JTV, directly or indirectly in connection with or in relation to the Demerged Undertaking;

- all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programmes along with their licenses, manuals and back up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, and other data and records whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking;

- all trademarks, trademark applications, trade names, patents and domain names, patent applications, copyrights, trade secrets, and other intellectual property and all other interests exclusively relating to the Demerged Undertaking.

but shall not include any assets or liabilities relating to the Remaining Business of JTV.

It is intended that the definition of Demerged Undertaking under this Clause would enable the transfer of all property, assets and liabilities of the IBN 7 News Undertaking to GBN pursuant to this Scheme.

Any issue as to whether any asset or liability pertains to or is relatable to the Demerged Undertaking or not shall be solely decided by the Board of Directors of GBN, on the basis of evidence that they may deem relevant for the purpose (including the books or records of the Demerged Company).

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1.6 "Effective Date" means the last of the dates on which all the conditions and matters referred to in Clause 19 hereof have been fulfilled. References in this Scheme to the date of "coming into effect of this Scheme" shall mean the Effective Date.

1.7 "Remaining Business" means all other businesses, divisions, assets and liabilities of JTV other than the Demerged Undertaking as defined in Clause 1.3.

1.8 "Scheme of Arrangement" or "this Scheme" or "the Scheme" means this Scheme of Arrangement in its present form or with any modifications made under Clause 21 of the Scheme.

1.9 "Specified Date" means the date to be fixed by the Board of Directors or a committee thereof of JTV and BK Fincap for the purpose of determining their respective members to whom shares will be allotted pursuant to Clause 7.1 and Clause 7.2 respectively, of this Scheme.

1.10 "Transferee Company" or "Global Broadcast News Limited" or "GBN" means Global Broadcast News Limited, a company incorporated under the Act and having its registered office at 6th Floor, Commercial Tower, Hotel Le-Meridien, Rai Sina Road, New Delhi 110 001.

1.11 "Transferor Company" or "BK Fincap" means BK Fincap Private Limited, a Company incorporated under the Act and having its registered office at 6th Floor, Commercial Tower, Hotel Le-Meridien, Rai Sina Road, New Delhi 110 001.

1A. EXPRESSIONS NOT DEFINED IN THIS SCHEME

The expressions which are used in this Scheme and not defined in this Scheme, shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification of re-enactment thereof from time to time. In particular, wherever reference is made to High Court(s) in the Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority as may be vested with the powers of the Hon'ble High Court(s) under the Act.

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2. DATE OF COMING INTO EFFECT

The Scheme shall come into legal operation from the Appointed Date, though it shall be effective from the Effective Date.

3. SHARE CAPITAL

(i) The authorised, issued, subscribed and paid up capital of JTV as on December 1, 2007 is as follows:

PARTICULARS	AMOUNT (Rs)
AUTHORISED CAPITAL	
15,000,000 Equity Shares of Rs 10 each	150,000,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
13,458,950 Equity Shares of Rs 10 each	134,589,500

(ii) The authorised, issued, subscribed and paid up capital of BK Fincap as on December 1, 2007 is as follows:

PARTICULARS	AMOUNT (Rs)
AUTHORISED CAPITAL	
2,000,000 Equity Shares of Rs 10 each	20,000,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
176,500 Equity Shares of Rs 10 each	1,765,000

(iii) The authorised, issued, subscribed and paid up capital of GBN as on December 1, 2007 is as follows:

PARTICULARS	AMOUNT (Rs)
AUTHORISED CAPITAL	
40,000,000 Equity Shares of Rs 10 each	400,000,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
26,728,163 Equity Shares of Rs 10 each	267,281,630

GBN has issued 3,000,000 warrants to the promoter group, pursuant to which the warrant holders will be entitled to apply for and be allotted one fully paid up equity share of face value of Rs 10 in respect of each warrant, in accordance with the applicable provisions. Also, GBN, as at December 1, 2007, has granted 456,750 options to its eligible employees under the Employee Stock Option Scheme 2007.

In addition to the above, GBN is exploring the possibility of raising additional funds in the region of USD 200 Million through ADR/ GDR/ FCCB/ QIP route or any other mechanism as may be found to be appropriate by the Board of Directors of GBN.

4. COMPLIANCE WITH TAX LAW

This Scheme,

(i) in so far as it relates to the demerger of IBN 7 News Undertaking of JTV into GBN, has been drawn up to comply with the conditions relating to "Demerger" as specified under the tax laws, including section 2(19AA) of the Income tax Act, 1961, which provides the following conditions:

a. all the property of the undertaking, being transferred by the demerged company, immediately before the demerger becomes the property of the resulting company by virtue of the demerger;

b. all the liabilities relatable to the undertaking, being transferred by the demerged company, immediately before the demerger become the liabilities of the resulting company by virtue of the demerger;

c. the property and liabilities of the undertaking being transferred by the demerged company are transferred at values appearing in its books of account immediately before the demerger;

d. the resulting company issues, in consideration of the demerger, its shares to the shareholders of the demerged company on a proportionate basis;

e. the shareholders holding not less than three-fourths in value of the shares in the demerged company (other than shares already held therein immediately before the demerger, or by a nominee for, the resulting company or its subsidiary) become

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shareholders of the resulting company by virtue of the demerger, otherwise than as a result of the acquisition of the property or assets of the demerged company or any undertaking thereof by the resulting company;

f. the transfer of the undertaking is on a going concern basis; and

g. the demerger is in accordance with the conditions, if any, notified under sub section (5) of section 72A of the Income tax Act, 1961 by the Central Government in this behalf.

(ii) in so far as it relates to the merger of BK Fincap into GBN, has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, including section 2(1B) of the Income tax Act, 1961, which include the following:

a. all the property of the amalgamating company or companies immediately before the amalgamation becomes the property of the amalgamated company by virtue of the amalgamation;

b. all the liabilities of the amalgamating company or companies immediately before the amalgamation become the liabilities of the amalgamated company by virtue of the amalgamation; and

c. shareholders holding not less than three-fourths in value of the shares in the amalgamating company or companies (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the amalgamated company or its subsidiary) become shareholders of the amalgamated company by virtue of the amalgamation, otherwise than as a result of the acquisition of the property of one company by the other company pursuant to the purchase of such property by the other company or as a result of the distribution of such property to the other company after the winding up of the first mentioned company.

and other relevant sections (including section 47 and section 72A) of the Income tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then

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stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of GBN, which power shall be exercised reasonably in the best interests of the companies and their shareholders, and which power can be exercised at any time, whether before or after the Effective Date.

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SECTION B: DEMERGER OF IBN 7 NEWS UNDERTAKING

5. TRANSFER OF DEMERGED UNDERTAKING

5.1 With effect from the Appointed Date, the Demerged Undertaking shall, pursuant to the provisions contained in section 394(2) of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from JTV, and be transferred to and vested in or be deemed to have been transferred to and vested in GBN on the Appointed Date, on a going concern basis, so as to become as and from the Appointed Date, the undertaking of GBN, and to vest in GBN all the rights, title, interest or obligations of JTV therein.

5.2 All assets acquired by JTV after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking or pertaining to the Demerged Undertaking shall be deemed to have been acquired for and on behalf of GBN.

5.3 In respect of such of the assets of the Demerged Undertaking (mentioned in Clause 5.1 and Clause 5.2 above) as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by JTV and shall become the property of GBN as an integral part of the Demerged Undertaking transferred to it. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of JTV and the Board of Directors (or a duly authorized committee) of GBN within thirty days from the Effective Date.

5.4 In respect of movables of the Demerged Undertaking other than those specified in Clause 5.3 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, it shall not be necessary to obtain the consent of any third party or other person in order to give effect to the provisions of this sub-clause, and such transfer shall be effected by notice to the concerned persons, or in any manner as may be mutually agreed by JTV and GBN.

5.5 In respect of such of the assets of the Demerged Undertaking other than those referred to in Clause 5.3 and 5.4 above, the same shall, as more particularly provided in Clause 5.1 above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred

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to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of section 394 of the Act or other provisions of law as applicable.

5.6 It is hereby clarified that the Remaining Business of JTV shall continue to vest in JTV.

5.7 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, registrations, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of JTV, and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking and all certifications and approvals, trademarks, licenses, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property and all other interests relating to the Demerged Undertaking, be transferred to and vested in the Transferee Company.

In so far as the various incentives, including all benefits pursuant to the EPCG scheme, licenses, subsidies (including applications for subsidies), grants, special status and other benefits or privileges granted by any Government body, local authority or by any other person, enjoyed or availed of by JTV are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking, vest with and be available to the Transferee Company on the same terms and conditions.

5.8 It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of JTV as on the Appointed Date and being a part of the Demerged Undertaking shall, without any further act or deed be and shall stand transferred to the Transferee Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Transferee Company as if it had entered into such loans or incurred such borrowings and the Transferee Company undertakes to meet, discharge and satisfy the same:

(i) the liabilities which directly and specifically arose out of the activities or operations of the Demerged Undertaking.

(ii) specific loans or borrowings raised, if any, and incurred and utilized solely for the activities or operations of the Demerged Undertaking.

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(iii) in cases other than those referred to in sub-clauses (i) and (ii) above, proportionate part of the general or multipurpose borrowings and liabilities of JTV allocable to the Demerged Undertaking in the same proportion in which the value of the assets of JTV transferred under this Scheme bears to the total value of the assets of JTV immediately before the demerger. It is hereby clarified that upon the coming into effect of this Scheme, where any regulatory approvals are required for the purposes of apportioning the general or multipurpose borrowings as provided herein, the same shall be obtained by JTV and/ or the Transferee Company by way of specific applications in this behalf.

5.9 Where any of the liabilities and obligations of JTV in relation to the Demegered Undertaking as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by JTV after the Appointed Date and prior to the Effective Date through cash payment or in any other manner whatsoever, such discharge shall be deemed to have been for and on account of the Transferee Company. All loans raised and used and all liabilities and obligations incurred by JTV for the operations of the Demerged Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Transferee Company and shall become its liabilities and obligations.

5.10 Upon the coming into effect of this Scheme, the balances as on the Appointed Date of general or multipurpose borrowings in relation to the Demerged Undertaking of JTV shall be transferred to and assumed by GBN in the manner provided in Clause 5.8(iii) above.

5.11 Upon the coming into effect of this Scheme, in so far as the security in respect of the liabilities of the Demerged Undertaking, it is hereby clarified that JTV and the Transferee Company shall, subject to confirmation by the concerned creditor(s), mutually agree upon and arrange for such security as may be considered necessary to secure such liabilities, and obtain such consents under law as may be prescribed.

Provided however, any reference in any security documents or arrangements (to which JTV is a party) to the assets of JTV offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Demerged Undertaking of JTV as are vested in the Transferee Company by virtue of the aforesaid Clauses, to

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the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of JTV or any of the assets of the Transferee Company.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of Demerged Undertaking of JTV vested in the Transferee Company.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by JTV which shall vest in the Transferee Company by virtue of the demerger of the Demerged Undertaking into the Transferee Company and the Transferee Company shall not be obliged to create any further or additional security therefor after the Scheme has become operative

5.12 Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of section 293(1) (d) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of JTV which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

5.13 The provisions of this Clause insofar as they relate to the transfer of liabilities of the Demerged Undertaking to the Transferee Company shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

5.14 It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause, except to the extent required under law.

5.15 It is hereby clarified that all assets and liabilities of the Demerged Undertaking shall be transferred at values appearing in the books of account of JTV as on the Appointed Date which are set forth in the closing balance sheet of JTV as of the close of business hours on the date immediately preceding the Appointed Date.

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SECTION C: AMALGAMATION OF BK FINCAP INTO GBN

6. TRANSFER OF BK FINCAP UNDERTAKING

6.1 With effect from the Appointed Date, BK Fincap Undertaking, comprising all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of section 391 read with section 394 and all other applicable provisions, if any, of the Act, including any statutory re-enactments thereof, without any further act or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in GBN as a going concern so as to become as and from the Appointed Date the assets and liabilities of GBN and to vest in GBN all the rights, title, interest or obligations of BK Fincap Undertaking therein. All assets acquired by BK Fincap Undertaking after the Appointed Date and prior to the Effective Date shall also stand transferred to and vested in GBN upon the coming into effect of the Scheme. As regards transfer of specified movable assets, Clauses 6.2 and 6.3 below provide for the physical mode of effecting transfer.

6.2 All the movable assets including cash in hand, if any, of BK Fincap Undertaking, capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to Transferee Company. Such delivery shall be made within thirty days from the Effective Date.

6.3 In respect of movables other than those specified in Clause 6.2 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, it shall not be necessary to obtain the consent of any third party or other person in order to give effect to the provisions of this sub-clause, and such transfer shall be effected by notice to the concerned persons, or in any manner as may be mutually agreed by BK Fincap and GBN.

6.4 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of BK Fincap Undertaking shall also, under the provisions of sections 391 to 394 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to Transferee Company so as to become as and from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of Transferee Company and it shall not be

Learned Advocate for
High Court of Delhi

necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Sub-Clause.

6.5 The transfer and vesting of the BK Fincap Undertaking as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of BK Fincap.

6.6 Loans or other obligations (including share application money), if any, due between or amongst BK Fincap Undertaking and Transferee Company shall stand discharged and there shall be no liability in that behalf.

6.7 Where any of the liabilities and obligations of BK Fincap Undertaking as on the Appointed Date deemed to be transferred to Transferee Company have been discharged by BK Fincap Undertaking after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Transferee Company, and all loans raised and used and all liabilities and obligations incurred by BK Fincap for the operations of the BK Fincap Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to Transferee Company and shall become its liabilities and obligations.

6.8 Upon the coming into effect of this Scheme, the borrowing limits of Transferee Company in terms of section 293(1) (d) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of BK Fincap Undertaking which are being transferred to Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of Transferee Company, with effect from the Appointed Date.

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SECTION D – ISSUE OF SHARES/ ACCOUNTING TREATMENT

7. ISSUE OF SHARES

In relation to demerger of Demerged Undertaking

7.1 Upon the coming into effect of this Scheme and in consideration of the demerger of the Demerged Undertaking in the Transferee Company pursuant to this Scheme, the Transferee Company shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the "New Equity Shares on Demerger") at par on a proportionate basis to each member of JTV whose name is recorded in the register of members of JTV as holding equity shares on the Specified Date in the ratio of 24.23:100 ie 24.23 equity shares of Rs 10 each of the Transferee Company to be issued for every 100 (hundred) equity shares of Rs 10 each of JTV, held by the member.

In relation to amalgamation of BK Fincap

7.2 Upon the coming into effect of this Scheme and in consideration of the amalgamation of BK Fincap into the Transferee Company pursuant to this Scheme, the Transferee Company shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the "New Equity Shares on Amalgamation") at par to each member of BK Fincap whose name is recorded in the register of members of BK Fincap as holding equity shares on the Specified Date in the ratio of 1662.76:100 ie 1,662.76 equity shares of Rs 10 each of the Transferee Company to be issued for every 100 (hundred) equity shares of Rs 10 each of BK Fincap, held by the member.

Other terms

7.3 The New Equity Shares on Demerger and New Equity Shares on Amalgamation (collectively referred to as "Additional Equity Shares") to be issued and allotted pursuant to Clause 7.1 and Clause 7.2 respectively, shall in all respects, rank *pari passu* with the existing equity shares of the Transferee Company, for dividend and all other benefits and on all respects with effect from the date of their allotment except that, in respect of dividend that may be declared, such shares will be entitled for such dividend from the Appointed Date.

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7.4 The Board of Directors of GBN, in their meeting held on December 19, 2007, have proposed a sub-division in the nominal value of equity shares of GBN from the present Rs 10 (Rupees Ten only) per share to Rs 2 (Rupees Two only) per share, and has recommended the same for approval by the shareholders in accordance with the relevant provisions of the Act. Pursuant to the approval by the shareholders, the share swap ratio as mentioned hereinabove under Clause 7.1 and Clause 7.2 shall be suitably adjusted.

7.5 In case any member's holding in JTV or BK Fincap is such that the member becomes entitled to a fraction of an equity share in the Transferee Company, the Transferee Company shall not issue fractional share certificates to such member but shall consolidate such fractions and issue consolidated equity shares to separate trustees nominated by the Transferee Company in that behalf, who shall sell such shares at prevailing market prices within a reasonable time frame after the allotment and distribute the net sale proceeds (after deduction of tax, if applicable) to the members in proportion to their fractional entitlements.

7.6 The Additional Equity Shares to be issued and allotted in terms hereof will be subject to the relevant Memorandum and Articles of Association of the Transferee Company.

7.7 The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities for the issue and allotment by the Transferee Company of Additional Equity Shares to the members of JTV and BK Fincap respectively.

7.8 The Additional Equity Shares of the Transferee Company issued in terms of Clause 7.1 and Clause 7.2 respectively shall, subject to the provisions of the listing agreement and payment of the appropriate fee, be listed on the stock exchanges where the shares of the Transferee Company are listed. The Transferee Company would obtain such approvals as may be necessary for the aforesaid listing on recognized stock exchange(s) by making suitable applications in this behalf.

7.9 Equity shares to be issued by the Transferee Company pursuant to Clause 7.1 and Clause 7.2 of this Scheme, in respect of any equity shares of JTV or BK Fincap which are held in abeyance under the provisions of section 206A of the Act or otherwise, shall pending allotment or settlement of dispute by order of Court or otherwise be held by the trustees appointed by the Transferee Company.

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7.10 Insofar as the allotment of shares pursuant to Clause 7.1 and Clause 7.2 is concerned, each member of JTV and BK Fincap shall have the option to be exercised, by giving a notice to the Transferee Company, on or before such date as may be determined by the Board of Directors of the Transferee Company, to receive the shares either in physical certificate form or in dematerialized form. In the event the Transferee Company does not receive such notice or requisite details in respect of any member, the Transferee Company may allot shares in dematerialized form to the extent it has the necessary details of the account holder for issue of shares in dematerialized form and in respect of other members, issue share certificates in physical form. In respect of those members exercising the option to receive the shares in dematerialized form, such members shall have opened and maintained an account with a depository participant, and shall provide such other confirmation, information and details as may be required.

7.11 In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any member of JTV or BK Fincap, the Board of Directors or any committee thereof of the Transferee Company, shall be empowered in appropriate cases, even subsequent to the Specified Date, to effectuate such a transfer in JTV or BK Fincap, as if such changes in registered holder were operative as on the Specified Date, in order to remove any difficulties arising to JTV/ BK Fincap/ Transferee Company of such shares.

7.12 As an integral part of the Scheme, the shareholders of BK Fincap would restructure their inter-se shareholding through a fresh issue/ transfer of shares in a manner such that GBN would hold 50% of the equity shares of BK Fincap. The share issue/ inter-se share transfer of BK Fincap would be effected at any date prior to the Specified Date for issue of New Equity Shares on Amalgamation, as may be mutually agreed between the respective shareholders. The pricing for the share transfer/ issuance would be determined in accordance with applicable regulatory pricing guidelines, if any, or at par, whichever is higher, as on the Appointed Date.

8. INTER COMPANY SHAREHOLDING

8.1 Additional Equity Shares to be issued in respect of equity shares of JTV and BK Fincap held by GBN shall be issued to a trust, to be created and called as GBN Network 18 Shareholders' Trust or such other name as may be deemed appropriate ("Trust"). The Trust shall hold such Additional Equity Shares in the Transferee Company (hereinafter referred to as "Trust Shares") in trust together with all additions and accretions thereto exclusively for the benefit of GBN and the ultimate benefit

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of GBN's shareholders) and its successors subject to the powers, provisions, discretions, rights and agreements contained in the instrument (the "Trust Deed") establishing the Trust. The trustees shall, keeping in view the prevailing market conditions, sell, transfer or dispose of the Trust Shares at such time or times and in such manner as may be considered expedient and subsequently, in accordance with the provisions of the Trust Deed, shall remit the proceeds thereof to GBN or its successor. Consequent thereto, all obligations of the trustees under the Trust Deed shall stand discharged and the Trust shall stand terminated.

9. ACCOUNTING TREATMENT

Accounting for Demerger of IBN 7 News Undertaking

9.1 Treatment in the books of GBN

9.1.1 Upon the coming into effect of this Scheme, GBN shall record all the assets and liabilities of the Demerged Undertaking transferred to it in pursuance of this Scheme at their respective book values thereof appearing in the books of account of JTV, at the close of business of the day immediately preceding the Appointed Date.

9.1.2 The difference between assets and liabilities transferred pursuant to the Demerger of IBN 7 News Undertaking, duly adjusted for expenses incurred in connection with the Scheme, face value of New Equity Shares on Demerger issued pursuant to Clause 7.1, and write down of investment in JTV to fair value, shall be written off by GBN against the balance in the Securities Premium Account.

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9.2 Treatment in the books of JTV

9.2.1 Upon the coming into effect of this Scheme, with effect from the Appointed Date, the accounts representing the assets and liabilities of the Demerged Undertaking shall stand closed on transfer to the Transferee Company. Insofar as the accounts representing common or multipurpose borrowings referred to in Clause 5.8 are concerned, they shall stand reduced by the amounts transferred to the Transferee Company in accordance with the provisions of this Scheme.

9.2.2 The balance representing the difference between the assets and liabilities transferred on Demerger, shall be adjusted by credit directly to the General Reserve of JTV. This amount shall be free for distribution as dividend, and shall for all purposes constitute a part of the Free Reserves of JTV.

9.2.3 The debit balance in the Profit & Loss account of JTV to the extent of Rs 257,549,406 (Rupees Two Hundred and Fifty Seven Million Five Hundred and Forty Nine Thousand, Four Hundred and Six only) shall be written off against the balance in the Securities Premium Account.

Accounting for Amalgamation of BK Fincap

9.3 Treatment in the books of GBN

9.3.1 Upon the coming into effect of this Scheme, GBN shall record all the assets and liabilities of BK Fincap transferred to it in pursuance of this Scheme at the respective fair values, at the close of business of the day immediately preceding the Appointed Date.

9.3.2 The amount representing the difference between:

(a) Assets and liabilities transferred pursuant to the Amalgamation of BK Fincap and consequent cancellation of New Equity shares on Demerger issued to BK Fincap, and:

(b) Aggregate value of New Equity Shares on Amalgamation, issued pursuant to Clause 7.2 and cancellation of investment by GBN in the equity shares of BK Fincap;

shall be debited to the Securities Premium Account of GBN.

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9.4 Subsequent to the above, in case of any differences in accounting policy between BK Fincap and GBN, the impact of the same till the Appointed Date will be quantified and adjusted in the Share Premium of GBN, to ensure that the financial statements of GBN reflect the financial position on the basis of consistent accounting policy.

Other terms

9.5 The debit balance in the Profit & Loss account of GBN to the extent of Rs 659,525,644 (Rupees Six Hundred and Fifty Nine Million Five Hundred and Twenty Five Thousand, Six Hundred and Forty Four only) as on the Appointed Date, which would comprise only cash loss (ie accumulated loss less depreciation) as per the books of account, shall be written off against the balance in the Securities Premium account of an equivalent amount.

9.6 In this regard, it is hereby clarified that the Order of the Hon'ble High Court (s) would be deemed for all purposes to be an Order under section 100/ 102 of the Act. Further, since the aforesaid write offs contemplated in respect of GBN and JTV would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid up share capital, the provisions of section 101 shall not be applicable. The necessary approvals to be obtained by GBN and JTV from their respective shareholders and creditors, as required, for the Scheme shall always deemed to include the approval / consents required to be obtained under section 100 and GBN and JTV shall not, nor shall be obliged to, call for a separate meeting of its shareholders and creditors for obtaining their approval sanctioning the reduction of Securities Premium account, as contemplated herein.

9.7 Notwithstanding the reduction in capital of GBN and JTV as aforesaid, given the financial positions of GBN and JTV, the companies shall not be required to add "and reduced" as suffix to their name.

9.8 To the extent that there are inter-corporate loans or balances between the Demerged Undertaking and GBN or between BK Fincap and GBN, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of GBN for the increase or reduction of any assets or liabilities, as the case may be.

9.9 To the extent that there are inter-corporate loans or balances between BK Fincap and Demerged Undertaking, the obligations in respect thereof shall come to an end and corresponding effect shall

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be given in the books of account and records of GBN for the increase or reduction of any assets or liabilities, as the case may be.

9.10 The carrying value of shares of JTV in the books of its shareholder shall be pro rated between shares of JTV and the Transferee Company, on a basis considered appropriate by the Board of Directors or trustee or other governing body of the shareholder. It is hereby clarified that the split of cost of acquisition for tax purposes shall be made in consonance with the provisions of the Income Tax Act, 1961.

9.11 The parties acknowledge that during the period between the Appointed Date and the Effective Date, the Demerged Undertaking may need funding support for its operations. It is hereby clarified that GBN may provide such funding to the Demerged Undertaking, in any manner whatsoever, including through inter-divisional funding, and upon the coming into effect of the Scheme, the balances shall be accounted accordingly. In the event the Scheme is not given effect for any reason whatsoever, GBN and JTV such mutually discuss and agree on alternative modes for treatment of such balances, if required.

9.12 Notwithstanding the provisions of this Clause 9, the Board of Directors of the companies, in consultation with the statutory auditors, are authorised to account any of these balances in any manner whatsoever, if considered more appropriate.

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SECTION E - OTHER PROVISIONS

10. CONDUCT OF BUSINESS

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

(a) JTV (to the extent related to the Demerged Undertaking) and BK Fincap shall be deemed to have been carrying on all business and activities and stand possessed of all assets, rights, title, interest and authorities, in trust for the Transferee Company;

(b) income or profit accruing or arising to BK Fincap and the Demerged Undertaking and all costs, charges, expenses and losses or taxes incurred by BK Fincap and the Demerged Undertaking shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit; and

(c) JTV and BK Fincap shall not take any decision for utilization of profits or reserves or such other amounts, if any, for the purposes of (i) declaring or paying any dividend (ii) declaring any bonus shares (iii) distributing the same in any other manner to shareholders, unless prior written consent of the Transferee Company (which consent may be given by the Board of Directors of the Transferee Company or any person authorized by the Board of Directors of the Transferee Company) is obtained.

10.2 BK Fincap and JTV (to the extent related to the Demerged Undertaking) undertake that they will from the date of approval of the Scheme by their Board of Directors and also from approval of the Board of Directors of the Transferee Company, and up to and including the Effective Date preserve and carry on the BK Fincap and the Demerged Undertaking's businesses with diligence and prudence and agree that they will not, in any material respect, without the prior written consent of GBN, alienate, charge or otherwise deal with or dispose of either in whole or any part thereof, except in the ordinary course of business or undertake substantial investment in new ventures, other than ventures which have already been commenced.

10.3 With effect from the Appointed Date, all debts, liabilities, duties and obligations of the Demerged Undertaking and BK Fincap, as the case may be, as on the close of business on the date preceding

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the Appointed Date, whether or not provided in the books of the Demerged Undertaking or BK Fincap, and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of Transferee Company.

11. LEGAL PROCEEDINGS

11.1 Upon the coming into effect of the Scheme, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) by or against JTV (to the extent related to the Demerged Undertaking) or BK Fincap under any statute, whether pending on the Appointed Date, or which may be instituted any time in the future shall be continued and enforced by or against GBN after the Effective Date and shall not abate or be discontinued nor be in any way prejudicially affected by reason of anything contained in the Scheme. In the event that the legal proceedings referred to herein require the Transferor Company and/or Demerged Company and/or the Transferee Company to be jointly treated as parties thereto, the Transferee Company shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Transferor Company or Demerged Company, as the case may be. In the event of any difference or difficulty in determining whether any specific legal or other proceeding relates to the Demerged Undertaking or BK Fincap or not, the decision of the Board of Directors of GBN in this regard shall be conclusive evidence.

11.2 The Transferee Company undertakes to have all legal proceedings initiated by or against the Transferor Company or the Demerged Company, referred to in this Clause transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company or the Demerged Company. The respective companies shall make relevant applications in that behalf to the extent permissible.

11.3 Notwithstanding the above, in case the proceedings referred to in this Clause cannot be transferred for any reason, or the transfer takes time, till such transfer, the Transferor Company or the Demerged Company shall defend the same in accordance with the advice of GBN and at the cost of GBN, and GBN shall reimburse, indemnify and hold harmless the Transferor Company or the Demerged Company as the case may be against all liabilities and obligations incurred by them in respect thereof.

11.4 On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in relation to the rights, title, interest, obligations or liabilities of any nature whatsoever, whether under contract or law or otherwise, of the relevant Transferor Company or Demerged

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Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company or the Demerged Company.

12. CONTRACTS AND DEEDS

12.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments, if any, of whatsoever nature to which JTV (to the extent related to the Demerged Undertaking) or BK Fincap is a party and subsisting or having effect on the Effective Date shall be in full force and effect against or in favour of GBN, as the case may be, and may be enforced by or against GBN as fully and effectually as if, instead of JTV or BK Fincap, GBN had been a party thereto. GBN may enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which JTV or BK Fincap will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. GBN shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of JTV or BK Fincap, as the case may be, and to implement or carry out all formalities required on the part of JTV or BK Fincap to give effect to the provisions of this Scheme. It is clarified that any inter-se contracts between the Demerged Undertaking, BK Fincap and GBN as on the Effective Date shall stand merged and vest in GBN.

13. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking and BK Fincap and the continuance of proceedings by or against GBN shall not affect any transaction or proceedings already concluded by the Demerged Undertaking and BK Fincap on or before the date when JTV and BK Fincap, as the case may be, adopt the Scheme in their Board meetings, and after the date of such adoption till the Effective Date, to the end and intent that GBN accepts and adopts all acts, deeds and things done and executed by the Demerged Undertaking and BK Fincap in respect thereto as done and executed on behalf of itself.

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14. **DISSOLUTION OF BK FINCAP**

Subject to an order being made by the Hon'ble High Court of Delhi under section 394 of the Act, BK Fincap shall be dissolved without the process of winding up, on the Scheme coming into effect, in accordance with the provisions of the Act and the rules made thereunder.

15. **STAFF AND EMPLOYEES**

15.1 Upon the Scheme coming into effect, all staff and employees of the Demerged Undertaking and BK Fincap shall be deemed to have become staff and employees of GBN without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with GBN shall not be less favourable than those applicable to them with reference to JTV and BK Fincap respectively on the Effective Date.

15.2 Upon the Scheme coming into effect, the accounts if any of the employees employed by the Demerged Undertaking and BK Fincap, relating to Provident Fund, Gratuity and any other fund shall be identified, determined and transferred to the respective funds of GBN and the employees shall be deemed to have become members of such trusts/ funds of GBN. JTV and BK Fincap shall take all steps necessary for the transfer of the Provident Fund, Gratuity and any other fund of employees, pursuant to the Scheme, to GBN. The obligation to make contributions to the said fund or funds shall be transferred to the Transferee Company from the Effective Date in accordance with the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of JTV (to the extent related to the Demerged Undertaking) and BK Fincap respectively in relation to such fund or funds shall become those of GBN and all the rights, duties and benefits of the employees employed in JTV (to the extent related to the Demerged Undertaking) and BK Fincap under such funds and trusts shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Demerged Undertaking of JTV and BK Fincap will be treated as having been continuous and without any break in service for the purpose of the said fund or trusts.

16. **TAXES**

It is clarified that all taxes payable by JTV (to the extent related to the Demerged Undertaking) and BK Fincap, as the case may be, from the Appointed Date onwards including all or any refunds and claims shall, for all purposes, be treated as the tax liabilities or refunds and claims of GBN.

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Accordingly, upon the Scheme becoming effective, if required, GBN is expressly permitted to revise its VAT returns, Sales tax returns, Service tax returns, other tax returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme.

Upon the Scheme coming into effect, if required, GBN is also expressly permitted to revise its income tax returns and to claim benefit of tax losses/ unabsorbed depreciation, refunds, advance tax and withholding tax credits, etc, pursuant to the provisions of this Scheme.

17. NO CHANGE TO BE EFFECTED IN CAPITAL STRUCTURE

JTV and BK Fincap shall not make any change in their capital structure (by way of issue of bonus shares, convertible debentures, detachable warrants, equity or preference shares, options and calls, fresh issue of rights shares, secured premium notes, zero interest bonds, or any other instruments of raising capital) through any increase, decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner, without the express written consent of GBN.

18. APPLICATION TO HIGH COURT AND OTHER AUTHORITY

18.1 JTV, BK Fincap and GBN shall, with all reasonable dispatch, make applications to the Hon'ble High Court of Judicature at Delhi and Allahabad under section 391 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the members and/or creditors of JTV, BK Fincap and GBN as may be directed by the respective Hon'ble High Courts.

18.2 On the Scheme being agreed to by the requisite majorities of the classes of the members and/or creditors, JTV, BK Fincap and GBN shall, with all reasonable dispatch, apply to the Hon'ble High Courts for sanctioning the Scheme under sections 391 and 394 of the Act, and for such other order or orders, as the Hon'ble High Courts may deem fit for carrying this Scheme into effect.

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19. CONDITIONALITY OF SCHEME

19.1 The Scheme is conditional upon and subject to:

(a) the Scheme being agreed to by the respective requisite majorities of the various classes of members and creditors (where applicable) of the JTV, BK Fincap and GBN as required under the Act and the requisite sanction and orders of the Hon'ble High Courts being obtained; and

(b) the certified copies of the above orders of the Hon'ble High Courts being filed with the jurisdictional Registrar of Companies by JTV, BK Fincap and GBN.

19.2 This Scheme, although to come into operation from the Appointed Date, shall become effective as follows:

(i) For Demerger of Demerged Undertaking - the date on which all necessary certified copies of orders under sections 391 to 394 of the Act are duly filed by JTV and GBN with the jurisdictional Registrar of Companies.

(ii) For Amalgamation of BK Fincap Undertaking - the date on which all necessary certified copies of orders under sections 391 to 394 of the Act are duly filed by BK Fincap and GBN with the jurisdictional Registrar of Companies.

The abovementioned date of such filings shall be the respective "Effective Date" for the purpose of the Demerger and Amalgamation, as contemplated under this Scheme.

20. EFFECT OF NON APPROVALS

20.1 In the event any of the said sanctions and approvals referred to in Clause 19 above not being obtained and/ or the Scheme not being passed as aforesaid before December 31, 2008 or within such further period or periods as may be agreed upon between GBN by its Directors, JTV by its Directors and BK Fincap by its Directors (and which the Board of Directors are hereby empowered and authorised to agree to and extend from time to time without any limitations), this Scheme of Arrangement shall stand revoked, cancelled and be of no effect and null and void save and except in

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respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as may otherwise arise in law and in such event each party shall bear their respective costs, charges and expenses in connection with the Scheme.

20.2 If any part or section of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the respective Boards of Directors of JTV, BK Fincap and GBN, as the case may be, affect the adoption or validity or interpretation of the other parts and/or provisions of this Scheme.

20.3 It is hereby clarified that, notwithstanding the above, the Board of Directors of JTV, BK Fincap and GBN, as the case may be, may in their absolute discretion adopt any part of this Scheme or declare the entire Scheme to be null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own cost or bear costs as may be mutually agreed. Such decisions shall not have an effect on the company that is not a part of such decision.

21. MODIFICATION OR AMENDMENT

21.1 JTV, BK Fincap and GBN (by their Directors or their committee thereof) may assent to any modification(s) or amendment(s) in this Scheme which the Court and/or any other Authority may deem fit to direct or impose or which may otherwise be considered necessary or desirable for implementing and/or carrying out the Scheme or which may be considered necessary due to any change in law and JTV, BK Fincap and GBN (by their Directors or their committee thereof) be and are hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the Court or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

21.2 The expression 'any other Authority' in the preceding sub-clause shall include Securities and Exchange Board of India (SEBI) and the stock exchanges with which the shares of the GBN are listed and with which a copy of this Scheme is filed in terms of the Listing Agreement.

BK FINCAP PVT. LIMITED

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22. COSTS, CHARGES AND EXPENSES

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

For ibn18 Broadcast Ltd

Hitesh Kumar Jain
Company Secretary

For BK Fincap Pvt. Limited

Authorised Signatory

SCHEDULE – II

SCHEDULE OF NET ASSETS OF BK FINCAP PRIVATE LIMITED (TRANSFEROR COMPANY) TO BE TRANSFERRED TO AND VESTED IN IBN 18 BROADCAST LIMITED (TRANSFEREE COMPANY) PURSUANT TO THE SCHEME OF ARRANGEMENT BETWEEN JAGRAN TV PRIVATE LIMITED AND BK FINCAP PRIVATE LIMITED AND IBN 18 BROADCAST LIMITED

PART I

Short description of the Freehold property of the Transferor Company to be transferred to the Transferee Company

[redacted]
NIL

PART II

Short description of the Leasehold property of the Transferor Company to be transferred to the Transferee Company

[redacted]
NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company to be transferred to the Transferee Company

[redacted]	
Investments including mutual funds	332,346,524
Loans and advances	464,000,000
Total	796,346,524

Dated this the 15th September 2008
(By order of the Court)

Deputy Registrar (Co)

153

18018

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Administrative Officer (Judl.)
(Original)
High Court of Delhi
New Delhi

18018

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Date of [illegible]

Date [illegible]

R. [illegible]

Administrative Officer (Judl.)
(Original)
High Court of Delhi
New Delhi

IN THE HIGH COURT OF DELHI AT NEW DELHI

ORIGINAL JURISDICTION

COMPANY PETITION NO. 41 OF 2011

CONNECTED WITH

COMPANY APPLICATION (M) NO. 180 OF 2010

AND

COMPANY APPLICATION (M) NO. 222 OF 2010

In the matter of the Companies Act, 1956

AND

In the matter of Sections 391 to 393 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959

AND

In the matter of the Scheme of Arrangement between Television Eighteen India Limited, Web18 Software Services Limited, IBN18 Media and Software Limited, iNews.com Limited, Television Eighteen Commoditiescontrol.com Limited, RVT Investments Private Limited, Network18 India Holdings Private Limited, Care Websites Private Limited, ibn18 Broadcast Limited and Network18 Media & Investments Limited

AND

In the matter of Television Eighteen India Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi-110 001	The First Transferor Company/ The First Demerged Company/ Petitioner Company
AND	
In the matter of Web18 Software Services Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi-110 001	The Second Transferor Company/ The Second Demerged Company/ Petitioner Company
AND	
In the matter of IBN18 Media and Software Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi-110 001	The Third Transferor Company/ Petitioner Company
AND	
In the matter of iNews.com Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001	The Fourth Transferor Company/ Petitioner Company

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AND

In the matter of Television Eighteen Commoditiescontrol.com Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001	The Fifth Transferor Company/ Petitioner Company

AND

In the matter of RVT Investments Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001	The Sixth Transferor Company/ Petitioner Company

AND

In the matter of Network18 India Holdings Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001	The Seventh Transferor Company/ Petitioner Company

AND

In the matter of Care Websites Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503	The Eighth Transferor Company/ Petitioner Company

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High Court of Delhi
Authorised U/S 76 of the
Indian Evidence Act

504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

AND

In the matter of ibn18 Broadcast Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001	The First Transferee Company/ The First Resulting Company/ Petitioner Company

AND

In the matter of Network18 Media & Investments Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110001	The Second Transferee Company/ The Second Resulting Company/ Petitioner Company

MEMO OF PARTIES

IN THE MATTER OF:

TELEVISION EIGHTEEN INDIA LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956, HAVING ITS REGISTERED
OFFICE AT 503, 504 & 507, 5TH FLOOR,
'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,
NEW DELHI - 110001

.... TRANSFEROR COMPANY NO.1 / PETITIONER COMPANY NO. 1

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AND

IN THE MATTER OF:

WEB18 SOFTWARE SERVICES LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956, HAVING ITS REGISTERED
OFFICE AT 503, 504 & 507, 5TH FLOOR,
'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,
NEW DELHI - 110001

.... TRANSFEROR COMPANY NO. 2/ PETITIONER COMPANY NO. 2

AND

IN THE MATTER OF:

IBN18 MEDIA & SOFTWARE LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956, HAVING ITS REGISTERED
OFFICE AT 503, 504 & 507, 5TH FLOOR,
'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,
NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 3 / PETITIONER COMPANY NO 3

AND

IN THE MATTER OF:

INEWS.COM LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956, HAVING ITS REGISTERED
OFFICE AT 503, 504 & 507, 5TH FLOOR,

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'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 4 / PETITIONER COMPANY NO 4

AND

IN THE MATTER OF:

TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 503, 504 & 507, 5TH FLOOR,

'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 5 / PETITIONER COMPANY NO 5

AND

IN THE MATTER OF:

RVT INVESTMENTS PRIVATE LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 503, 504 & 507, 5TH FLOOR,

'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 6 / PETITIONER COMPANY NO 6

AND

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High Court of Delhi
Certified Under Section 76
Indian Evidence Act

IN THE MATTER OF:

NETWORK18 INDIA HOLDINGS PRIVATE LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956, HAVING ITS REGISTERED
OFFICE AT 503, 504 & 507, 5TH FLOOR,
'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,
NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 7 / PETITIONER COMPANY NO 7

AND

IN THE MATTER OF:

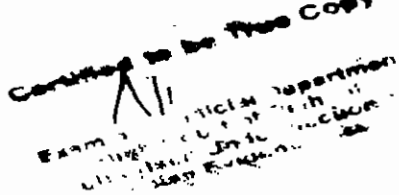
CARE WEBSITES PRIVATE LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956, HAVING ITS REGISTERED
OFFICE AT 503, 504 & 507, 5TH FLOOR,
'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,
NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 8 / PETITIONER COMPANY NO 8

AND

IN THE MATTER OF:

IBN18 BROADCAST LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956, HAVING ITS REGISTERED
OFFICE AT 503, 504 & 507, 5TH FLOOR,
'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,
NEW DELHI - 110001



.... TRANSFEREE COMPANY NO 1 / PETITIONER COMPANY NO 9

AND

IN THE MATTER OF:

NETWORK18 MEDIA & INVESTMENTS LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956, HAVING ITS REGISTERED
OFFICE AT 503, 504 & 507, 5TH FLOOR,
'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,
NEW DELHI - 110001

.... TRANSFEREE COMPANY NO 2 / PETITIONER COMPANY NO 10

FILED BY:

TARUN GUPTA
ADVOCATE FOR THE PETITIONER COMPANIES
AT D - 4/1, VASANT VIHAR
NEW DELHI

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High Court of Delhi
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Indian Evidence Act

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
COMPANY PETITION NO. 41 OF 2011
CONNECTED WITH
COMPANY APPLICATION (MAIN) NO. 180 OF 2010
AND
COMPANY APPLICATION (MAIN) NO. 222 OF 2010

IN THE MATTER OF:

The Companies Act, 1956

AND IN THE MATTER OF:

Application under Sections 391 - 394 of the Companies Act, 1956

AND IN THE MATTER OF:

Scheme of Arrangement between Television Eighteen India Limited, Web18 Software Services Limited, IBN18 Media and Software Limited, iNews.com Limited, Television Eighteen Commoditiescontrol.com Limited, RVT Investments Private Limited, Network18 India Holdings Private Limited, Care Websites Private Limited, ibn18 Broadcast Limited and Network18 Media & Investments Limited

AND IN THE MATTER OF:

In the matter of Television Eighteen India Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 1

AND

In the matter of Web18 Software Services Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/TransferorCompany No 2

AND

In the matter of IBN18 Media and Software Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 3

AND

In the matter of iNews.com Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 4

AND

In the matter of Television Eighteen Commoditiescontrol.com Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 5

AND

In the matter of RVT Investments Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 6

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of the Indian Evidence Act

AND

In the matter of Network18 India Holdings Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 7

AND

In the matter of Care Websites Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 8

AND

In the matter of ibn18 Broadcast Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferee Company No 1

AND

In the matter of Network18 Media & Investments Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110001

...Petitioner Company/Transferee Company No 2

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BEFORE HON'BLE MR. JUSTICE MANMOHAN
DATED THIS THE 26th DAY OF APRIL, 2011.

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition came up for hearing on 26.04.2011 for sanction of the Scheme of Arrangement (hereinafter referred to as the "Scheme") proposed to be made between M/s Television Eighteen India Limited (hereinafter referred to as petitioner transferor company no. 1); Web18 Software Services Limited (hereinafter referred to as petitioner transferor company no. 2); IBN18 Media & Software Limited (hereinafter referred to as petitioner transferor company no. 3); iNews.com Limited (hereinafter referred to as petitioner transferor company no. 4); Television Eighteen Commoditiescontrol.com Limited (hereinafter referred to as petitioner transferor company no. 5); RVT Investments Private Limited (hereinafter referred to as petitioner transferor company no. 6); Network18 India Holdings Private Limited (hereinafter referred to as petitioner transferor company no. 7); Care Websites Private Limited (hereinafter referred to as petitioner transferor company no. 8); ibn18 Broadcast Limited (hereinafter referred to as petitioner transferee company no. 1) and Network18 Media & Investments Limited (hereinafter referred to as petitioner transferee company no. 2) comprising of four stages: (A) being in the nature of demerger of the 'News Business Undertaking' from Transferor Company No.1 into Transferee Company No.1 (B) being in the nature of demerger of the 'Web Undertaking' from Transferor Company No.2 into Transferee Company No.2 (C) being in the nature of merger of the Demerged Transferor Company No.1 & Transferor Companies Nos.5, 6, 7 & 8 into Transferee Company No.2, and (D) being in the nature of merger of Transferor Companies Nos.3 & 4 into Transferee Company No.1. The Court examined the petition; the order dated 19.11.2010 passed in Company Application (Main) No. 180/2010; and the order dated

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High Court of Delhi at
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06.01.2011 passed in Company Application (M) No. 222/2010, whereby the requirement of convening and holding the meetings of the Equity Shareholders of the Transferor Companies Nos. 2 to 8, Preference Shareholders of the Transferor Companies Nos.2, 6, 7 & 8, Secured Creditors of the Transferor Company No.1 and the Transferee Companies and Unsecured Creditors of the Transferor Companies Nos.1, 2, 4, 5, 6, & 8 and the Transferee Companies was dispensed with and the meetings of the Equity Shareholders of the Transferor Company No.1 and the Transferee Companies and Preference Shareholders of the Transferee Company No.2 were ordered to be convened for the purpose of considering and if thought fit approving with or without modification, the Scheme of Arrangement annexed to the affidavits of Mr. Anil Srivastava, Ms. Vidhi Kharbanda, Mr. Sachin Dev, Ms. Shilpa Verma and Mr. Hitesh Kumar Jain, Authorized Signatories of the Petitioner Companies, dated 24th day of September, 2010 and affidavit of Ms. Vidhi Kharbanda, Authorized Signatory of the Transferor Company No.8, dated 27th November, 2010 (there being no Secured Creditors of the Transferor Companies Nos. 2 to 8 and also no Unsecured Creditors of the Transferor Companies Nos.3 & 7) and the publication in the newspapers namely Statesman (English) and Jansatta (Hindi) both dated 29.11.2010 containing the advertisement of the notice convening the said meetings and the affidavits dated 03.01.2011 of Mr. Naresh Kumar Thanai and Mr. Pradeep Dewan, Chairpersons and affidavits dated 04.01.2011 of Mr. Ramesh Gupta and Mr. Atul Batra, Chairpersons showing the publication and despatch of the notices convening the said meetings and the publication in the newspapers namely Statesman (English) dated 03.04.2011 and Jansatta (Hindi) dated 03.04.2011 containing the notice of the petition.

The Court also examined the affidavit dated 07.04.2011 of Shri. B.K. Bansal, Regional Director, Northern Region, Ministry of Corporate Affairs,

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Noida on behalf of Central Government stating inter-alia that the Central Government has no objection to the said Scheme and the reply affidavit/ undertaking of Mr Raghav Bahl, authorized signatory for the Transferee Companies Nos. 1 & 2..

Upon hearing Mr. Nidesh Gupta and Mr. Tarun Gupta, Advocates for the Petitioners; Mr. Rajiv Bahl, Advocate for the Official Liquidator and Mrs. Richa Kukreja, Dy. Registrar of Companies on behalf of the Regional Director in person and; in view of the approval of scheme of arrangement without any modification; by the Equity Shareholders of the Transferor Companies Nos. 2 to 8, Preference Shareholders of the Transferor Companies Nos.2, 6, 7 & 8, Secured Creditors of the Transferor Company No.1 and the Transferee Companies and Unsecured Creditors of the Transferor Companies Nos.1, 2, 4, 5, 6, & 8 and the Transferee Companies and in view of the affidavit of Shri S.B. Gautam, Official Liquidator dated 18.04.2011 stating therein that the affairs of the Transferor Companies have not been conducted in a manner prejudicial to the interest of its Members or Creditors or to public interest; and there being no investigation proceedings pending in relation to the Petitioner Companies under Section 235 to 251 of the Companies Act, 1956.

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF ARRANGEMENT set forth in Schedule-I annexed hereto and Doth hereby declare the same to be binding on all the Shareholders and Creditors of the all Transferor and Transferee Companies and all concerned and doth approve the said Scheme of Arrangement with effect from the appointed date i.e. 01.04.2010.

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 & 8/Demerged Undertaking(s) 1 & 2 specified in first, second and third parts of Schedule-II hereto and all other property, right and powers of the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 & 8/Demerged

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Undertaking(s) 1 & 2 be transferred without further act or deed to the respective Transferee Companies Nos. 1 & 2 in accordance with the provisions of the Scheme and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the respective Transferee Companies Nos. 1 & 2 for all the estate and interest of all the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 & 8/Demerged Undertaking(s) 1 & 2 therein but subject nevertheless to all charges now affecting the same; and

2. That all the liabilities and duties of all the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 & 8/Demerged Undertaking(s) 1 & 2 be transferred without further act or deed to the respective Transferee Companies Nos. 1 & 2 in accordance with the provisions of the Scheme and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the respective Transferee Companies Nos. 1 & 2; and

3. That all the proceedings now pending by or against the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 & 8 (including in relation to Demerged Undertaking(s) 1&2 pending by or against Transferor Companies Nos. 1 & 2 respectively) be continued by or against the respective Transferee Companies; and

4. That in consideration of the merging and vesting of the Transferor Companies Nos. 1, 5 ,6, 7 & 8 and the Demerged Undertaking 2 with the Transferee Company No. 2 and the merging and vesting of the Transferor Companies Nos. 3 & 4 and the Demerged Undertaking 1 with the Transferee Company No. 1 all shares of the Transferor Companies (except Transferor Company No. 1 and Transferor Company No. 2) shall stand cancelled in accordance with the provisions of the Scheme, upon the Scheme becoming

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effective; and the Transferee Companies Nos. 1 & 2 shall issue shares in accordance with Para 8.1 and 11.1 of the Scheme respectively.

5. That all the Petitioner Companies do within 30 (thirty) days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 and 8 shall be dissolved without undergoing the process of winding up and the concerned Registrar of Companies shall place all documents relating to the Transferor Companies and registered with him on the file kept in relation to the Transferee Companies and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly; and

6. It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty, taxes, transfer charges or permissions, if any, required or payable in accordance with law; and

7. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

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ANNEXURE D

SCHEME OF ARRANGEMENT

AMONG

NETWORK18 MEDIA & INVESTMENTS LIMITED
AND

IBN18 BROADCAST LIMITED
AND

TELEVISION EIGHTEEN INDIA LIMITED
AND

WEB18 SOFTWARE SERVICES LIMITED
AND

IBN18 MEDIA AND SOFTWARE LIMITED
AND

INEWS.COM LIMITED
AND

CARE WEBSITES PRIVATE LIMITED
AND

TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED
AND

RVT INVESTMENTS PRIVATE LIMITED
AND

NETWORK18 INDIA HOLDINGS PRIVATE LIMITED
AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 391 TO 394 READ WITH SECTION 78, 100 TO 103 OF THE COMPANIES ACT, 1956

PART I - INTRODUCTION

a. Network18 Media & Investments Limited is a public limited company, listed on BSE and NSE and is presently engaged *inter alia* in the business of events management (in its E18 division), sports management (in its Sport18 division), investment advisory services and holds strategic stakes in listed and unlisted companies of Network18 group. Network18 is one of India's leading full play media conglomerates with interests in television, print, internet, filmed entertainment, mobile content and allied businesses.

b. Television Eighteen India Limited is a public limited company, listed on BSE and NSE and is presently engaged *inter alia* in the business of operation and broadcast of business news and current affairs television channels such as CNBC TV18 and CNBC Awaaz; it also runs a teleport business and holds interests in the group's internet business.

c. ibn18 Broadcast Limited is a public limited company, listed on BSE and NSE and is presently engaged *inter alia* in the business of operation and broadcast of general news and current affairs television channels such as CNN IBN and IBN7 and through other joint ventures, it broadcasts general entertainment TV channels - Colors, MTV, VH1, Nick and regional news channel IBN Lokmat.

d. The other companies party to this Scheme are group companies belonging to the Network18 Group and are engaged in various media & entertainment and other businesses.

For Television Eighteen India Ltd.
Authorised Signatory

For IBN18 Broadcast Limited
Pradeep Tahiliani
Authorised Signatory

For IBN18 Media & Software Limited
Director / Authorised Signatory

For NETWORK18 MEDIA & INVESTMENTS LTD.
Authorised Signatory

For RVT Investments Private Limited
Authorised Signatory

For iNews.com Limited
Authorised Signatory

For Television Eighteen Commoditiescontrol.com Ltd
Authorised Signatory

For WEB18 SOFTWARE SERVICES LTD.
(AUTH. SIGNATORY)

For NETWORK18 INDIA HOLDINGS PVT. LTD.
Auth. Signatory

Care Websites Pvt. Ltd.
Authorised Signatory

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e. The managements of Network18 Group companies have concurred on a plan of restructuring for improved synergies and management focus. The Board of Directors of all the companies involved in the Scheme are of the opinion that the proposed restructuring of Network18 Group should benefit the shareholders, creditors and employees of all these companies.

f. This Scheme is organized as follows:

Part II:	**Definitions**
Part III:	**Demerger 1 (i.e. demerger of 'News Business Undertaking' from TV18 into Ibn18)**
Part IV:	**Demerger 2 (i.e. demerger of 'Web Undertaking' from Web18 into Network18)**
Part V:	**Other terms of demerger**
Part VI:	**Merger 1 (i.e. merger of Demerged TV18, TECC, Care, RVT Investments and Network18 India into Network18)**
Part VII:	**Merger 2 (i.e. merger of iNews.com and Ibn18 Media into Ibn18)**
Part VIII:	**General terms and conditions for restructuring**

For Television Eighteen India Ltd.

Authorised Signatory

For Ibn18 Broadcast Limited

Pradeep Tahiliani

Authorised Signatory

Care Website Pvt. Ltd.

Authorised Signatory

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PART II- DEFINITIONS & INTERPRETATION

1. DEFINITIONS

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

(a) **"Act"** means the Companies Act, 1956 or any statutory modification or re-enactment thereof.

(b) **"Appointed Date"** means April 1, 2010, the date from which this Scheme shall be deemed to be effective, in the sequence and manner prescribed under Clause 20 of Part VIII of the Scheme; or such other date as may be approved by the Hon'ble High Court.

(c) **"Board of Directors"** or **"Board"** means board of directors of the respective companies involved in the Scheme and includes a board committee.

(d) **"Care"** means Care Websites Private Limited, a company incorporated under the Act on January 19, 2000 and having its registered office at New Era House, Behind Magnet Mall, Mogul Lane, Matunga (West), Mumbai – 400 016. The registered office of Care is in the process of shifting from Mumbai to Delhi.

(e) **"Demerger 1"** shall mean demerger of 'Demerged Undertaking 1' from TV18 into ibn18 under this Scheme pursuant to the provisions of Sections 391-394 of the Act.

(f) **"Demerger 2"** shall mean demerger of 'Demerged Undertaking 2' from Web18 into Network18 under this Scheme pursuant to the provisions of Sections 391-394 of the Act.

(g) **"Demerged Undertakings"** means Demerged Undertaking 1 and Demerged Undertaking 2.

(h) **"Demerged Undertaking 1"** means the News Business Undertaking of TV18 on a going concern basis, comprising inter-alia of the business activity of operating:

- English business news channel "CNBC TV18";
- Hindi business news channel "CNBC Awaaz";
- Teleport Business along with mobile van units; end
- Investments of TV18 related to news business undertaking,

along with all related assets, liabilities, rights and obligations and shall include (without limitation):

- all the properties of the Demerged Undertaking 1 including all assets wherever situated, whether movable or immovable, leasehold or freehold, tangible or intangible, including all computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, office equipment, electricals, appliances, accessories, investments pertaining to or relatable to the Demerged Undertaking 1;

- all liabilities present and future and the contingent liabilities (including the liabilities allocable as per Clause 5.9 (c) of this Scheme) pertaining to or relatable to the Demerged Undertaking 1;

- all rights and licenses including the broadcasting licenses granted by the Hon'ble Ministry of Information & Broadcasting ("MIB"), approvals from Ministry of Communication and Information Technology ("MCIT"), Ministry of Telecommunications ("MOT"), Network Operations Control Centre ("NOCC"), Foreign Investment Promotion Board ("FIPB") or any other regulatory authority including the licenses/ approvals for any television channels (including the 'CNBC TV18' 'CNBC Awaaz', 'CNBC TV18 Gujarati', 'CNBC TV18 Channel 3', and 'CNBC TV18 South' channels) and teleport business, all other broadcasting and production rights for programme and content, all assignments and grants thereof, all permits, clearances and registrations whether under Central, State or other laws, rights (including rights/ obligations under any agreement, contracts including the contracts with the CNBC group, applications, letters of intent, or any other contracts), subsidies, grants, tax credits, incentives or schemes of central/ state governments including the Export Promotion Capital Goods ("EPCG") Scheme, certifications and approvals, regulatory approvals, entitlements, other licenses, municipal

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For Television Eighteen India Ltd
Authorised Signatory

For ibn18 Broadcast Limited
Pradeep Tahiliani
Authorised Signatory

For IBN18 Media & Software Limited
Director / Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.
(AUTH. SIGNATORY)

For Television Eighteen Commodities.com Ltd.
Authorised Signatory

For NETWORK18 INDIA HOLDINGS PVT. LTD.
Auth. Signatory

For RVT Investments Private Limited
Authorised Signatory

For Care Websites Private Limited
Authorised Signatory

permissions, approvals, consents, tenancies, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking 1 either solely or jointly with other parties, cash balances, bank balances, bank accounts, deposits, advances, recoverables, receivables, easements, advantages, financial assets, hire purchase and lease arrangements, bank guarantees issued by TV18 in relation to the Demerged Undertaking 1, funds belonging to or proposed to be utilised for the Demerged Undertaking 1, privileges, all other claims, rights and benefits (including under any powers of attorney issued by TV18 in relation to the Demerged Undertaking 1 or any powers of attorney issued in favour of TV18 or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which TV18 was a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking 1;

- all employees of TV18 that are determined by the Board of Directors of TV18, to be substantially engaged in or in relation to the Demerged Undertaking 1, on the date immediately preceding the Effective Date;
- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by TV18, directly or indirectly in connection with or in relation to the Demerged Undertaking 1;
- all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programmes along with their licenses, manuals and back up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, and other data and records whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking 1;
- all intellectual property rights including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logo, websites, internet registrations, copyrights, trade secrets, and all other interests exclusively relating to the Demerged Undertaking 1.

but shall not include any assets or liabilities relating to the Remaining Business of TV18.

It is intended that the definition of Demerged Undertaking 1 under this Clause would enable the transfer of all property, rights, assets and liabilities of the News Business Undertaking of TV18 into ibn18 pursuant to this Scheme. Any issue as to whether any asset or liability pertains to or is relatable to the Demerged Undertaking 1 or not shall be decided by the Board of Directors of TV18.

(l) **"Demerged Undertaking 2"** means the 'Web Undertaking' of Web18, on a going concern basis, comprising, inter alia, the business activity of operating the websites viz. www.in.com, www.cricketnext.com, www.ibnlive.com, www.biztech2.com, www.indiwo.com, www.josh18.com, www.tech2.com, www.buzz18.com or any other websites along with all related assets, liabilities, rights and obligation and shall include (without limitation):

- all the property of the Demerged Undertaking 2 including all assets wherever situated, whether movable or immovable, leasehold or freehold, tangible or intangible, including all computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, office equipment, electricals, appliances, accessories, investments pertaining to or relatable to the Demerged Undertaking 2;
- all liabilities present and future and the contingent liabilities (including the liabilities allocable as per Clause 6.9 (iii) of this Scheme) pertaining to or relatable to the Demerged Undertaking 2;
- all rights and licenses including the license granted by the regulatory authorities (viz. department of IT and Telecom) to operate the websites, all assignments and grants thereof, all permits, clearances and registrations whether under central, state or other laws, rights (including rights/ obligations under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits, incentives or schemes of central/

For Television Eighteen India Ltd
Authorised Signatory

For ibn18 Broadcast Limited
Authorised Signatory

For IBN18 Media & Software Limited
Director / Authorised Signatory

For Television Eighteen Web Ventures Ltd.
Authorised Signatory

For NETWORK18 Group

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Core Websites Pvt. Ltd.
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state governments, certifications and approvals, regulatory approvals, entitlements, other licenses, municipal permissions, approvals, consents, tenancies, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking 2 either solely or jointly with other parties, cash balances, bank balances, bank accounts, deposits, advances, recoverables, receivables, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by Web18 in relation to the Demerged Undertaking 2, funds belonging to or proposed to be utilised for the Demerged Undertaking 2, privileges, all other claims, rights and benefits (including under any powers of attorney issued by Web18 in relation to the Demerged Undertaking 2 or any powers of attorney issued in favour of Web18 or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which Web18 was a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking 2;

- all employees of Web18 that are determined by the Board of Directors of Web18, to be substantially engaged in or in relation to the Demerged Undertaking 2, on the date immediately preceding the Effective Date;
- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by Web18, directly or indirectly in connection with or in relation to the Demerged Undertaking 2;
- all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programmes along with their licenses, manuals and back up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, and other data and records whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking 2;
- all intellectual property rights including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logos, websites, internet registrations, copyrights, trade secrets, and all other interests exclusively relating to the Demerged Undertaking 2.

but shall not include any assets or liabilities relating to the Remaining Business of Web18.

It is intended that the definition of Demerged Undertaking 2 under this Clause would enable the transfer of all property, rights, assets and liabilities of the Web Undertaking to Network18 pursuant to this Scheme. Any issue as to whether any asset or liability pertains to or is relatable to the Demerged Undertaking 2 or not shall be decided by the Board of Directors of Web18.

(j) "Demerged TV18" shall mean remaining TV18 subsequent to demerger of its News Business Undertaking into Ibn18.

(k) "Effective Date" means the later of the date on which the certified copies of the order of the Hon'ble High Court of Delhi and/ or the Hon'ble Bombay High Court approving the Scheme are filed by TV18, Ibn18, Web18, TECC, Care, Network18 India, Ibn18 Media, INews.com, RVT Investments and Network18 with their jurisdictional Registrar of Companies, respectively. References in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of the Scheme" shall mean the Effective Date. The conditionality of Scheme has been provided in Clause 28.

(l) "High Court" means Hon'ble High Court of Delhi or Hon'ble Bombay High Court (or such other Court/ bench having jurisdiction over companies involved in the Scheme), depending on the context and applicability, and the term 'High Court' shall be interpreted accordingly.

(m) "Ibn18" means Ibn18 Broadcast Limited, a Company incorporated under the Act on June 6, 2005 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi-110001.

For NETWORK18 MEDIA & INVESTMENTS LTD.

For Television Eighteen India Ltd.
Authorised Signatory

For Ibn18 Broadcast Limited
Pradeep Tahiliani
Authorised Signatory

For Web18 Ltd. & others
Director / Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.
(AUTH. SIGNATORY)

Care Websites Pvt. Ltd.
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(n) **"ibn18 Media"** means IBN18 Media & Software Limited, a Company incorporated under the Act on April 8, 2004 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi-110001.

(o) **"INews.com"** means INews.com Limited, a Company incorporated under the Act on August 28, 2000 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi-110001.

(p) **"Merger 1"** means amalgamation of Demerged TV18, TECC, Care, RVT Investments and Network18 India into Network18 under this Scheme pursuant to the provisions of Sections 391-394 of the Act.

(q) **"Merger 2"** means amalgamation of iNews.com and ibn18 Media into Ibn18 under this Scheme pursuant to the provisions of Sections 391-394 of the Act.

(r) **"Merged Undertakings"** means Merged Undertaking 1 and Merged Undertaking 2.

(s) **"Merged Undertaking 1"** shall mean and include the whole of the business and undertakings of Demerged TV18, TECC, Care, RVT Investments and Network18 India (together referred to as "Merging Companies"), as a going concern, being carried on by Merging Companies as on the Appointed Date and shall include (without limitation):

- all the properties and assets whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building, all fixed and movable plant and machinery, leasehold or freehold, tangible or intangible, including all computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, fittings, office equipment, telephone, facsimile and other communication facilities and equipments, electricals, appliances, accessories, deferred tax assets and investments;

- all liabilities present and future including the contingent liabilities;

- all rights and licenses including, all assignments and grants thereof, all permits, clearances and registrations whether under Central, State or other laws, rights (including rights/ obligations under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits (including MODVAT/ CENVAT, Service Tax credits), incentives or schemes of central/ state/ local governments, certifications and approvals, regulatory approvals, entitlements, other licenses, environmental clearances, municipal permissions, approvals, consents, tenancies, investments and/ or interest (whether vested, contingent or otherwise), cash balances, bank balances, bank accounts, reserves, deposits, advances, recoverable, receivables, benefit of insurance claims, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by Merging Companies, funds belonging to or proposed to be utilised by Merging Companies, privileges, all other claims, rights and benefits (including under any powers of attorney issued by Merging Companies or any powers of attorney issued in favour of Merging Companies or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority, to which Merging Companies were a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits duties and obligations of all agreements, contracts and arrangements and all other interests;

- all employees of Merging Companies immediately preceding the Effective Date;

- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, share application money, earnest moneys and/ or security deposits paid or received by Merging Companies;

- all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programs along with their licenses, manuals and back up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, and other data and records whether in physical or electronic form;

For Television Eighteen India Ltd
Authorised Signatory

For ibn18 Broadcast Limited
Authorised Signatory

For IBN18 Media & Software Limited
Director / Authorised Signatory

For INews.com Limited
Authorised Signatory

Television Eighteen Commodities control.com Ltd.
Authorised Signatory

For RVT Investments Private Limited
Authorised Signatory

- all intellectual property rights including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logo, websites, internet registrations, copyrights, trade secrets, and all other interests exclusively relating to Merging Companies.

It is intended that the definition of Merged Undertaking 1 under this Clause would enable the transfer of all property, assets, rights, duties and liabilities of Merging Companies into Network18 pursuant to this Scheme.

(t) **"Merged Undertaking 2"** shall mean and include the whole of the business and undertakings of Ibn18 Media and INews.com, as a going concern, being carried on by Ibn18 Media and INewa.com as on the Appointed Date and shall include (without limitation):

- all the properties and assets whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeel, tangible or intangible, present or contingent and including but without being limited to land and building, all fixed end movable plant and machinery, leasehold or freehold, tangible or intangible, including all computers end accessoriaa, software and related data, leasehold improvements, plant and machinery, offices; capital work-in-progress, vehicles, furniture, fixtures, fittings, office equipment, telephone, facsimile and other communication facilities and equipments, electricals, appliances, accessories, deferred tax assets and investments;
- all liabilities present and future including the contingent liabilities;
- all rights and licenses including, all assignments and grants thereof, all permits, clearances and registrations whether under Central, State or other laws, rights (including rights/ obligations under any agreement, contracts, applicetions, letters of intent, or any other contracts), subsidies, grants, tax credits (including MODVAT/ CENVAT, Service Tax credits), incentives or schemes of central/ state/ local governments, certifications and approvals, regulatory approvals, entitlements, other licenses, environmental clearances, municipal permissions, approvals, consents, tenancies, investments and/ or interest (whether vested, contingent or otherwise), cash balances, bank balances, bank accounts, reserves, deposits, advances, recoverable, receivables, benefit of insurance claims, easements, advantages, financial assets, hire purchase end lease arrangements, the benefits of bank guarantees issued by Ibn18 Media and INews.com, funds belonging to or proposed to be utilised by Ibn18 Media and INews.com, privileges, all other claims, rights and benefits (including under any powers of attorney issued by Ibn18 Media and INews.com or any powers of attorney issued in favour of Ibn18 Media and INews.com or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which Ibn18 Media and INews.com was a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits duties and obligations of all agreements, contracts and arrangements and all other interests;
- all employees of Ibn18 Media and INews.com immediately preceding the Effective Date;
- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, share application money, earnest moneys and/ or security deposits paid or received by Ibn18 Media and INews.com;
- all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programs along with their licenses, manuals and back up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, and other data and records whether in physical or electronic form;
- all intellectual property rights including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logo, websites, internet registrations, copyrights, trade secrets, and all other interests exclusively relating to Ibn18 Media and INews.com.

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of Indian Evidence Act

For NETWORK18 MEDIA & INVESTMENTS LTD.
Authorised Signatory

For Television Eighteen India Ltd.
Authorised Signatory

For ibn18 Broadcast Limited
Pradeep Tahiliani
Authorised Signatory

For IBN18 Media and Software Limited
Director / Authorised Signatory

For INews.com
Authorised Signatory

For Indiatimes Finance Company Ltd.
Authorised Signatory

For NETWORK18 INDIA HOLDINGS PVT. LTD.
Authorised Signatory

For Tarsh Infotech Pvt. Ltd.
Authorised Signatory

Core Websites Pvt. Ltd.
Authorised Signatory

It is intended that the definition of Merged Undertaking 2 under this Clause would enable the transfer of all property, assets, rights, duties and liabilities of Ibn18 Media and iNews.com into Ibn18 pursuant to this Scheme.

(u) "Network18" means Network18 Media & Investments Limited, a Company incorporated under the Act on February 16, 1996 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi - 110001.

(v) "Network18 India" means Network18 India Holdings Private Limited, a Company incorporated under the Act on August 13, 2007 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi - 110001.

(w) "Remaining Business"

- In case of TV18, shall mean all other businesses, divisions, employees, contracts, rights, assets and liabilities other than the Demerged Undertaking 1, and
- In case of Web18, shall mean all other businesses, divisions, employees, contracts, rights, assets and liabilities other than the Demerged Undertaking 2.

(x) "RVT Investments" means RVT Investments Private Limited, a company incorporated under the Act on July 9, 2006 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi - 110001.

(y) "Scheme of Arrangement" or "this Scheme" or "the Scheme" means this Scheme of Arrangement in its present form or with any modifications made under Clause27 of the Scheme as approved or directed by the High Court or any other authority having equal jurisdiction.

(z) "Specified Date", in context of:

- Demerger 1, means the date to be fixed by the Board of Directors or a committee thereof, of TV18 in consultation with ibn18, for the purpose of determining the members of TV18, to whom shares will be allotted pursuant to Clause 8.1 of this Scheme;
- Merger 1, means the date to be fixed by the Boerd of Directors or a committee thereof, of Network18 or Demerged TV18 for the purpose of determining the members of Demerged TV18, to whom shares will be allotted pursuant to Clause 11.1 of this Scheme.

(aa) "TECC" means Television Eighteen Commoditiescontrol.com Limited, a company incorporated under the Act on March 17, 1997 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile Housa', 15, Kasturba Gandhi Marg, New Delhi - 110001.

(bb) "Transferor Company" as may be applicable in the relevant context in the Scheme, shall mean:

- TV18 in context of Demerger 1;
- Web18 in context of Demerger 2;
- Merging Companies in context of Merger 1; and
- ibn18 Media and iNews.com in context of Merger 2;

and should be construed accordingly.

(cc) "Transferee Company" as may be applicable in the relevant context in the Scheme, shall mean:

- Network18 in context of Merger 1 and Demerger 2; and
- Ibn18 in context of and Demerger 1 and Merger 2;

and should be construed accordingly.

For Television Eighteen India Ltd
Authorised Signatory

For Ibn18 Broadcast Limited
Pradeep Tahiliani
Authorised Signatory

For IBN18 Media & Software Limited
Director / Authorised Signatory

For iNews.com Limited
Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.
(AUTH. SIGNATORY)

For Television Eighteen Commoditiescontrol.com Ltd.
Authorised Signatory

For NETWORK18 MEDIA & INVESTMENTS LTD.

For NETWORK18 INDIA HOLDINGS PVT. LTD.
Auth. Signatory

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Indian Evidence Act

(dd) "TV18" means Television Eighteen India Limited, a Company incorporated under the Act on September 24, 1993 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercentile House', 15, Kasturba Gandhi Marg, New Delhi - 110001.

(ee) "Web18" means Web18 Software Services Limited, a Company incorporated under the Act on July 10, 2006 and having its registered office located at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi – 110 001.

1A. EXPRESSIONS NOT DEFINED IN THIS SCHEME

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, and as the context may require, have the same meaning ascribed to them under the Act or the Securities Contracts (Regulation) Act, 1956 or the Depositories Act, 1996 or other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification of re-enactment thereof from time to time. In particular, wherever reference is made to High Court(s) in the Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority as may be vested with the powers of the High Court(s) under the Act.

2. DATE OF COMING INTO EFFECT

The Scheme shall come into legal operation from the Appointed Date, though it shall be effective from the Effective Date.

3. COMPLIANCE WITH TAX LAW

This Scheme,

(i) In so far as it relates to the demerger of 'News Business Undertaking' of TV18 into Ibn18 and 'Web Undertaking' of Web18 into Network18, has been drawn up to comply with the conditions relating to "Demerger" as specified under the tax laws, including Section 2(19AA) of the Income tax Act, 1961.

(ii) In so far as it relates to the Merger 1 and Merger 2, has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, including Section 2(1B) of the Income tax Act, 1961,

and all other relevant Sections (including Section 47 and Section 72A) of the Income tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme, and the power to make any such amendments shall vest with the Board of Directors of Network18 and Ibn18.

4. SHARE CAPITAL

The authorized and paid up share capital of Care as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
10,00,000 Equity Shares of Rs 10 each	1,00,00,000
5,00,000 Preference Shares of Rs 10 each	50,00,000
TOTAL	**1,50,00,000**
Paid Up Share Capital	
5,00,000 Equity Shares of Rs 10 each	50,00,000
3,27,800 Preference Shares of Rs 10 each	32,78,000
TOTAL	**82,78,000**

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For Television Eighteen India Ltd.

Authorised Signatory

For Ibn18 Broadcast Limited

Pradeep Tahiliani

Authorised Signatory

For IBN18 Media & Software Limited

Director / Authorised Signatory

For Newscom Limited

Auth. Signatory

For WEB 18 SOFTWARE SERVICES LTD.

(AUTH. SIGNATORY)

Television Eighteen Commoditiescontrol.com Ltd.

Authorised Signatory

For NETWORK18 INDIA HOLDINGS PVT. LTD.

Auth. Signatory

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Indian Evidence Act

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The authorized and paid up share capital of ibn18 as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
27,50,00,000 Equity Shares of Rs 2 each	55,00,00,000
TOTAL	**55,00,00,000**
Paid Up Share Capital	
18,28,64,159 Equity Shares of Rs 2 each	36,57,28,318
5,44,95,443 Equity Shares of Rs 2 each Rs 0.50 paid up	2,72,47,722
TOTAL	**39,29,76,040**

The authorized and paid up share capital of ibn18 Media as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
1,50,00,000 Equity Shares of Rs 10 each	15,00,00,000
TOTAL	**15,00,00,000**
Paid Up Share Capital	
1,34,58,950 Equity Shares of Rs 10 each	13,45,89,500
TOTAL	**13,45,89,500**

The authorized and paid up share capital of iNews.com as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
60,00,000 Equity Shares of Rs 10 each	6,00,00,000
TOTAL	**6,00,00,000**
Paid Up Share Capital	
60,00,000 Equity Shares of Rs 10 each	6,00,00,000
TOTAL	**6,00,00,000**

The authorized and paid up share capital of RVT Investments as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
10,00,000 Equity Shares of Rs 10 each	1,00,00,000
10,00,000 Preference Shares of Rs 10 each	1,00,00,000
TOTAL	**2,00,00,000**
Paid Up Share Capital	
10,000 Equity Shares of Rs10 each	1,00,000
6,13,500 Preference Shares of Rs 10 each	61,35,000
TOTAL	**62,35,000**

The authorized and paid up share capital of Network18 as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
17,00,00,000 Equity Shares of Rs 5 each	85,00,00,000
11,00,000 Preference Shares of Rs 100 each	11,00,00,000
1,05,00,000 Preference Shares of Rs 200 each	2,10,00,00,000
TOTAL	**3,06,00,00,000**
Paid Up Share Capital	
11,56,73,513 Equity Shares of Rs 5 each	57,83,67,565
1,02,84,379 Preference Shares of Rs 150 each	1,54,26,56,850
TOTAL	**2,12,10,24,415**

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For Television Eighteen India Ltd

Authorised Signatory

For iNews.com Limited

Authorised Signatory

For NETWORK18 INDIA HOLDINGS PVT. LTD.

Authorised Signatory

For ibn18 Broadcast Limited

Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.

(AUTH. SIGNATORY)

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For IBN18 Media & Software Limited

Director / Authorised Signatory

For Television Eighteen Broadcast Ltd

Authorised Signatory

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Authorised Signatory

The authorized and paid up share capital of Network18 India as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
20,00,000 Equity Shares of Rs 10 each	2,00,00,000
1,40,00,000 Preference Shares of Rs 10 each	14,00,00,000
TOTAL	16,00,00,000
Paid Up Share Capital	
10,000 Equity Shares of Rs 10 each	1,00,000
94,71,000 Preference Shares of Rs 10 each	9,47,10,000
TOTAL	9,48,10,000

The authorized and paid up share capital of TECC as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
5,00,000 Equity Shares of Rs 10 each	50,00,000
TOTAL	50,00,000
Paid Up Share Capital	
3,96,425 Equity Shares of Rs 10 each	39,64,250
TOTAL	39,64,250

The authorized and paid up capital of TV18 as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Capital	
41,00,00,000 Equity Shares of Rs 5 each	2,05,00,00,000
TOTAL	1,05,00,00,000
Paid Up Share Capital	
18,02,33,547* Equity Shares of Rs 5 paid up	90,11,67,735
TOTAL	90,11,67,735

** the above does not include 15,01,290 equity shares are partly paid up on which calls are in arrears*

The authorized and paid up share capital of Web18 as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
5,00,000 Equity Shares of Rs 10 each	50,00,000
60,00,000 Preference Shares of Rs 10 each	6,00,00,000
TOTAL	6,50,00,000
Paid Up Share Capital	
491,489 Equity Shares of Rs 10 each	49,14,890
5,61,880 Preference Shares of Rs 10 each	56,18,800
TOTAL	1,05,33,690

For Television Eighteen India Ltd.

Authorised Signatory

For ibn18 Broadcast Limited

Pradeep Tahiliani
Authorised Signatory

For Web18 Media & Software Limited

Director / Authorised Signatory

For Television Eighteen South Limited

Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.

(AUTH. SIGNATORY)

Authorised Signatory

For [illegible]

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For RVT Investments Private Limited

Authorised Signatory

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Examiner Judicial Department
High Court of Delhi at
Under Sec 76 of the
Indian Evidence Act

PART III – DEMERGER 1

5. TRANSFER OF DEMERGED UNDERTAKING 1

5.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking 1 shall, pursuant to the provisions contained in Section 391 to 394 of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from TV18, and be transferred to and vested in or be deemed to have been transferred to and vested in Ibn18, on e going concern basis at book values, so as to become es and from Appointed Date, the undertaking of ibn18, end to vest in Ibn18 all the rights, title, interest or obligations of TV18 therein.

5.2 All assets acquired by TV18 after the Appointed Date and prior to the Effective Date in relation to or pertaining to Demerged Undertaking 1 shall also stend transferred to and vested in Ibn18 upon the coming into effect of the Scheme. Where eny of the assets of TV18 as on the Appointed Date deemed to be transferred to Ibn18 have been sold or transferred by TV18 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Ibn18

5.3 In respect of such of the assets of the Demerged Undertaking 1 (mentioned in Clause 5.1 and Clause 5.2 above) es are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by TV18 end shell become the property of Ibn18 es an integral part of the Demerged Undertaking 1 transferred to it. The aforesaid transfer shall be deemed to take effect from the Appointed Date without requiring any deed or instrument of conveyance for the same. Such delivery shall be made on e date mutually agreed upon between the Board of Directors of TV18 and the Board of Directors of Ibn18.

5.4 In respect of movables of the Demerged Undertaking 1 other than those specified in Clause 5.3 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, it shall not be necessary to obtain the consent of eny third party or other person in order to give effect to the provisions of this sub-clause, and such transfer shall be effected by notice to the concerned persons, or in any manner as may be mutually agreed by TV18 and Ibn18.

5.5 In respect of such of the assets of the Demerged Undertaking 1 other than those referred to in Clause 5.3 and 5.4 above, the same shall without any further act, instrument or deed be transferred to and vested in and/ or be deemed to be transferred to and vested in Ibn18 pursuant to the provisions of Section 394 of the Act and other applicable provisions of law. The mutation of the title to the immovable properties in favour of Ibn18 shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and it becoming effective in accordance with the terms hereof.

5.6 It is hereby clarified that the Remaining Business of TV18 shall continue under the ownership of TV18.

5.7 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified thet upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, certificates, authorities, powers of attorneys given by, issued to or executed in favour of TV18, and the rights and benefits under the same shall, in so far es they relate to the Demerged Undertaking 1 and all other interests relating to activities carried on by the Demerged Undertaking 1, be transferred to and vested in Ibn18.

5.8 In so far as the various incentives, benefits under Export Promotion Capital Goods (EPCG) scheme, Duty Entitlement Pass Book (DEPB) scheme, accumulated balance in CENVAT account, sales tax deferral benefits, subsidies (including applications for subsidies), rehebilitation schemes, grants, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by TV18 are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking 1, vest with and ba available to ibn18 on the same terms and conditions.

For NETWORK18 MEDIA & INVESTMENTS LTD.

For Television Eighteen India Ltd.
Authorised Signatory

For IBN18 Broadcast Limited
Authorised Signatory

For IBN18 Media & Software Ltd.
Director / Authorised Signatory

For Network18 Ltd.
Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.
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For Tel...
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5.9 It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of TV18 as on the Appointed Date and being a part of the Demerged Undertaking 1 shall, without any further act or deed be and shall stand transferred to ibn18:

(a) the liabilities which arose out of the activities or operations of the Demerged Undertaking 1;

(b) specific loans or borrowings raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking 1;

(c) in cases other than those referred to in sub-clauses (a) and (b) above, proportionate part of the general or multipurpose borrowings and liabilities of TV18 allocable to the Demerged Undertaking 1 in the same proportion in which the value of the assets transferred under this Scheme bears to the total value of the assets of TV18 immediately before the demerger.

5.10 Where any of the liabilities and obligations of TV18 as on the Appointed Date deemed to be transferred to Ibn18 have been discharged by TV18 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of ibn18. Further, all loans, liabilities and obligations utilized by TV18 for the operations of Demerged Undertaking 1 after the Appointed Date and prior to the Effective Date, to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to ibn18 and shall become its liabilities and obligations.

5.11 Upon the coming into effect of this Scheme, if considered necessary for the sake of convenience and towards facilitating single point creditor discharge, the primary obligation to redeem, repay and provide security in relation to the general/ multipurpose borrowings (including Public Deposits) shall be of TV18. However, the amount equivalent to the portion of general or multipurpose borrowings pertaining to ibn18 as on the Appointed Date and determined in accordance with Clause 5.9 (c) shall be payable by ibn18 to TV18. Such payment by ibn18 to TV18 (principal, interest or other costs) shall be credited to the bank account of TV18 one day prior to the due date of payment by TV18 to the creditors. Further, if considered necessary the Board of directors of TV18 and ibn18 shall discuss and make appropriate arrangements/ modifications in relation to the above. In this Clause, the term "TV18" shall be understood to include "Network18" subsequent to Merger 1.

5.12 It is further clarified that the securities or encumbrances created with respect to liabilities retained by TV18 over the assets comprised in Demerged Undertaking 1 shall stand discharged from the Effective Dete and the assets of TV18 shall be offered as security for liabilities retained by TV18. However, the securities or encumbrances created with respect to liabilities retained by TV18 on assets of Remaining Business shall continue to subsist. Similarly, securities or encumbrances created with respect to liabilities transferred to ibn18 over the assets of Remaining Business shall stand discharged from the Effective Date and the assets of ibn18 shall be offered as security for liabilities transferred to ibn18. Notwithstanding the aforesaid, if considered necessary the Board of directors of TV18 and ibn18 shall discuss and meke appropriate arrangements with their creditors for offering necessary securities or encumbrances in respect of the borrowings held by respective companies.

5.13 The provisions of the Scheme insofar as they relate to the discharge or subsistence of securities as contained in Clause 5.10 and 5.11 above shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

5.14 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, TV18 and ibn18 shall execute instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulers and/ or modification(s) of charge, with the Registrar of Companies, to give formal effect to the above provisions, if required.

5.15 Upon the coming into effect of this Scheme, the borrowing limits of ibn18 in terms of Section 293 (1) (d) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of TV18 which are being transferred to Ibn18 pursuant to the Scheme, such limits being incremental to the existing limits of ibn18, with effect from the Appointed Date.

for Television Eighteen India Ltd.
Authorised Signatory

For ibn18 Broadcast Limited
Pradeep Tahiliani
Authorised Signatory

For ibn18 Media & Software Limited
Director / Authorised Signatory

For Television Eighteen Commoditiescontrol.com Ltd.
Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.
(AUTH. SIGNATORY)

For NETWORK18 MEDIA & INVESTMENTS LTD.
Authorised Signatory

For NETWORK18 INDIA HOLDINGS PVT. LTD.

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5.16 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations and no-objection certificates obtained by TV18 for the operations of the News Business Undertaking and/or to which TV18 is entitled to in relation to the News Business Undertaking in terms of the various statutes and/ or schemes of Union and State Governments, shall be available to and vest in Ibn18, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of Ibn18. Since the News Business Undertaking will be transferred to and vested in Ibn18 as a going concern without any break or interruption in the operations thereof, Ibn18 shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objection certificates and to carry on and continue the operations of the News Business Undertaking on the basis of the same upon this Scheme becoming effective.

5.17 It is hereby clarified that the transfer of all assets and liabilities of the Demerged Undertaking 1 shall be at values appearing in the books of account of TV18 as on the Appointed Date which are set forth in the closing balance sheet of TV18 as of the close of business hours on the date immediately preceding the Appointed Date.

5.18 It is also agreed that TV18 and Ibn18 shall mutually discuss and enter into suitable arrangements for sharing of corporate name, common trademarks, common facilities or any other common intellectual property rights to the extent considered necessary.

For Television Eighteen India Ltd

Authorised Signatory

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For Television Eighteen India Ltd

Authorised Signatory

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For Ibn18 Broadcast Limited

Pradeep Talreja

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PART IV – DEMERGER 2

6. TRANSFER OF DEMERGED UNDERTAKING 2

6.1 With effect from the Appointed Date, the Demerged Undertaking 2 shall, pursuant to the provisions contained in Section 394(2) of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from Web18, and be transferred to and vested in or be deemed to have been transferred to and vested in Network18 on the Appointed Date, on a going concern basis, so as to become as and from the Appointed Date, the undertaking of Network18, and to vest in Network18 all the rights, title, interest or obligations of Web18 therein.

6.2 All assets acquired by Web18 after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking 2 or pertaining to the Demerged Undertaking 2 shall be deemed to have been acquired for and on behalf of Network18. Where any of the assets of Web18 as on the Appointed Date deemed to be transferred to Network18 have been sold or transferred by Web18 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Network18.

6.3 In respect of such of the assets of the Demerged Undertaking 2 (mentioned in Clause 6.1 and Clause 6.2 above) as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by Web18 and shall become the property of Network18 as an integral part of the Demerged Undertaking 2 transferred to it. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of Web18 and the Board of Directors of Network18.

6.4 In respect of movables of the Demerged Undertaking 2 other than those specified in Clause 6.3 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, it shall not be necessary to obtain the consent of any third party or other person in order to give effect to the provisions of this sub-clause, and such transfer shall be effected by notice to the concerned persons, or in any manner as may be mutually agreed by Web18 and Network18.

6.5 In respect of such of the assets of the Demerged Undertaking 2 other than those referred to in Clause 6.3 and 6.4 above, the same shall, as more particularly provided in Clause 6.1 above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Network18 on the Appointed Date pursuant to the provisions of Section 394 of the Act or other provisions of law as applicable.

6.6 It is hereby clarified that the Remaining Business of Web18 shall continue under the ownership of Web18.

6.7 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, registrations, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of Web18, and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking 2 and all certifications and approvals, trademarks, licenses, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property and all other interests relating to the Demerged Undertaking 2, be transferred to and vested in the Network18.

6.8 In so far as the various incentives, licenses, subsidies (including applications for subsidies), grants, special status and other benefits or privileges granted by any Government body, local authority or by any other person, enjoyed or availed of by Web18 are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking 2, vest with and be available to Network18 on the same terms and conditions.

For IBN18 Media & Software Limited
Director / Authorised Signatory

For NETWORK18 MEDIA & INVESTMENTS LTD.

For Television Eighteen India Ltd
Authorised Signatory

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Authorised Signatory
For Television Eighteen Commodities Control Ltd
Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.
(AUTH. SIGNATORY)

For iNews.com Limited
Authorised Signatory

Care Webeitas Pvt.ltd.
Authorised Signatory

For ibn18 Broadcast Limited
Authorised Signatory

For RVT Investments Private Limited
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6.9 It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of Web18 as on the Appointed Date and being a part of the Demerged Undertaking 2 shall, without any further act or deed be and shall stand transferred to the Network18, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Network18 as if it had entered into such loans or incurred such borrowings and Network18 undertakes to meet, discharge and satisfy the same:

(i) the liabilities which directly and specifically arose out of the activities or operations of the Demerged Undertaking 2,

(ii) specific loans or borrowings raised, if any, and incurred and utilized solely for the activities or operations of the Demerged Undertaking 2,

(iii) in cases other than those referred to in sub-clauses (i) and (ii) above, proportionate part of the general or multipurpose borrowings and liabilities of Web18 allocable to the Demerged Undertaking 2 in the same proportion in which the value of the assets of Web18 transferred under this Scheme bears to the total value of the assets of Web18 immediately before the demerger. It is hereby clarified that upon the coming into effect of this Scheme, where any regulatory approvals are required for the purposes of apportioning the general or multipurpose borrowings as provided herein, the same shall be obtained by Web18 and/ or Network18 by way of specific applications in this behalf.

6.10 Where any of the liabilities and obligations of Web18 in relation to the Demerged Undertaking 2 as on the Appointed Date deemed to be transferred to the Network18 have been discharged by Web18 after the Appointed Date and prior to the Effective Date through cash payment or in any other manner whatsoever, such discharge shall be deemed to have been for and on account of the Network18. All loans raised and used and all liabilities and obligations incurred by Web18 for the operations of the Demerged Undertaking 2 after the Appointed Date and prior to the Effective Date shall be deemed to have baen raised, used or incurred for and on behalf of the Network18 and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to Network18 and shall become its liabilities and obligations.

6.11 Upon the coming into effect of this Scheme, in so far as the security in respect of the liabilities of the Demerged Undertaking 2, it is hereby clarified that Web18 and the Network18 shall, subject to confirmation by the concerned creditor(s), mutually agree upon and arrange for such security as may be considered necessary to secure such liabilities, and obtain such consents under law as may be prescribed.

Provided however, any reference in any security documents or arrangements (to which Web18 is a party) to the assets of Web18 offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Demerged Undertaking 2 of Web18 as are vested in the Network18 by virtue of the aforesaid Clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Web18 or any of the assets of Network18.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Network18 shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of Demerged Undertaking 2 of Web18 vested in Network18.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Web18 which shall vest in Network18 by virtue of the demerger of the Demerged Undertaking 2 into Network18, and Network18 shall not be obliged to create any further or additional security thereof after the Scheme has become operative.

6.12 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, Web18 and Network18 shall execute instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies, to give formal effect to the above provisions, if required.

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6.13 Upon the coming into effect of this Scheme, the borrowing limits of Network18 in terms of Section 293(1) (d) of the Act shall be deemed without any further act or deed to heve been enhanced by the aggregate liabilities of Web18 which are being transferred to the Network18 pursuant to the Scheme, such limits being incremental to the existing limits of Network18, with effect from the Appointed Date.

6.14 The provisions of this Clause insofar as they relate to the transfer of liabilities of the Demerged Undertaking 2 to Network18 shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

6.15 It shall not ba necessary to obtain the consent of any third party or other parson who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause, except to the extent required under law.

6.16 It is hereby clarified that all assets and liabilities of the Demerged Undertaking 2 shall be transferred at values appearing in the books of account of Web18 as on the Appointed Date which are set forth in the closing balance sheet of Web18 as of the close of business hours on the date immediately preceding the Appointed Date.

6.17 It is also agreed that Web18 and Network18 shall mutually discuss and enter into suitable arrangements for sharing of corporate name, common trademarks, common facilities or any other common intellectual property rights to the extent considered necessary.

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PART V – OTHER TERMS OF DEMERGER

7. REMAINING BUSINESS TO CONTINUE WITH TRANSFEROR COMPANY

7.1 The Remaining Business 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 viz. Demerged TV18 and Web18.

7.2 Further,

a) 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 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 Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Transferor Company in respect of the Remaining Business) 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 Remaining Business.

b) If proceedings are taken against the Transferee Company in respect of the matters referred to in sub clause (a) above, it shall defend the same in accordance with the advice of the Transferor Company and at the cost of the Transferor Company, and the latter shall reimburse and indemnify the Transferee Company against all liabilities and obligations incurred by the Transferee Company in respect thereof.

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

a) the Transferor Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;

b) all profits accruing to the Transferor Company or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferor Company; and

c) all assets and properties acquired by the Transferor Company in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in the Transferor Company.

7.4 Upon the coming into effect of this Scheme, Ibn18 and Network18 shall be entitled to use all packaging, labels, point of sale material, sign board, samples, closures, video clips, other publicity material, etc, lying unused and which TV18 and Web18 were otherwise entitled to use under any statutes/ regulations, till such time as all of such packaging, labels, closures, etc are exhausted.

8. ISSUE OF SHARES ON DEMERGER

In relation to Demerger 1:

8.1 Upon the coming into effect of the Scheme and in pursuance of the demerger of the Demerged Undertaking 1 into Ibn18 pursuant to this scheme, Ibn18 shall, without any further act or deed and without any further payment, issue and allot equity sheres (hereinafter also referred to as the **"New Equity Shares on Demerger 1"**) at par on a proportionate basis to each member of TV18 whose name is recorded in the register of members of TV18 as holding equity shares on the Specified Date in the retio of 17:25 i.e., 17 fully paid-up equity shares of Rs 2 each of ibn18 to be issued for every 25 fully paid equity shares of Rs 5 each of TV18, held by the member.

Further, if a member of TV18 holds any partly paid-up equity shares of TV18 on the Specified Date, such partly paid up shares shall be consolidated to create fully paid up shares (based on the relevant share issue price), and thereafter such member shall be entitled to fully paid-up equity shares of Rs 2 each of Ibn18 to be issued as per the aforesaid entitlement ratio, unless the Board of Directors of TV18 and Ibn18 agree upon an appropriate alternate mechanism.

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In relation to Demerger 2:

8.2 Upon the coming into effect of this Scheme and in consideration of the demerger of the Demerged Undertaking 2 into Network18 pursuant to this Scheme, Network18 shall not be required to issue and allot equity shares to the shareholders of Web18 since they are subsidiaries of Network18, and it is further clarified that the value of Web18 has been duly considered in Merger 1 for the benefit of shareholders of TV18.

Other terms

8.3 The New Equity Shares on Demerger 1 to be issued and allotted pursuant to Clause 8.1 respectively shall in all respects, rank pari passu from the Specified Date with the existing equity shares of ibn18, save and except in relation to dividends, if any, to which they may be entitled to, as and from the Appointed Date.

8.4 The New Equity Shares on Demerger 1 to be issued and allotted in terms thereof will be subject to the relevant Memorandum and Articles of Association of ibn18. The New Equity Shares of ibn18 issued in terms of Clause 8.1 shall, subject to completion of applicable procedures, be listed on the stock exchanges where Ibn18 is currently listed.

8.5 The share entitlement ratio specified in Clause 8.1 shall be suitably adjusted for changes in the capital structure of either Ibn18 or TV18 post the date of the Board Meeting approving the Scheme provided the chenges relate to matters such as bonus issue, split of shares and consolidation of sheres. All such adjustments to the share entitlement ratio shall be deemed to be carried out as an integral part of this Scheme upon agreement in writing by the Board of Directors of both TV18 and Ibn18.

8.6 In case any member's holding in TV18 is such that the member becomes entitled to a fraction of an equity share in Ibn18, Ibn18 shall not issue fractional shares to such member but shall consolidate such fractions end issue consolidated equity shares to separate trustees nominated by Ibn18 in that behalf, who shall sell such shares at prevailing market prices within a reasonable time frame after the allotment and distribute the net sale proceeds (after deduction of expenses and tax, if applicable) to the relevant members of TV18 in proportion to their fractionel entitlements.

8.7 Insofar as the allotment of shares pursuant to Clause 18 is concerned, each member of the Transferor Company shall have the option to be exercised, by giving a notice to relevant Transferee Company, on or before such date as may be determined by the Boerd of Directors of the Transferee Company, to receive the sheres either in physical certificate form or in dematerialized form. In the event the Transferee Company does not receive such notice or requisite details in respect of any member, the Transferee Company may allot shares in dematerialized form to the extent it has the necessary details of the account holder for issue of shares in dematerialized form and in respect of other members, issue share certificates in physical form. In respect of those members exercising the option to receive the shares in dematerialized form, such members shall have opened and maintained an account with a depository participant, and shall provide such other confirmation, information and details as may be required.

8.8 Equity shares to be issued pursuant to Clause 8.1 of this Scheme, in respect of any equity shares of TV18 which are held in abeyance under the provisions of Section 206A of the Act or otherwise, shall pending allotment or settlement of dispute by order of Court or otherwise be held by the trustees appointed by Ibn18.

8.9 In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any shareholder of TV18, the Board of Directors or any committee thereof of TV18 shall be empowered in appropriate cases, even subsequent to the Specified Date or the Effective Date, as the case may be, to effectuate such a transfer, as if such changes in registered holder were operative as on the Specified Date.

8.10 Upon the Issue of New Equity Shares on Demerger 1 in terms of the Scheme, the provisions of Section 81 (1A) of the Act shall be deemed to have been complied with and such issue shall be an integral part of this Scheme.

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8.11 Upon coming into effect of this Scheme and with effect from the Appointed Date, the Memorandum of Association of Network18 shall be deemed to be amended to include therein the relevant clauses from the Memorandum of Association of Web18, enabling them to carry on the business of Web Undertaking. It is heraby clarified that such amendment shall be deemed to have been undertaken as an integral part of this Scheme and all relevant provisions of the Act, including the procedure prescribed under Section 17 of the Act shall be deemed to have been complied with and no additional steps are required.

Accordingly, upon coming into effect of the Scheme following clauses shall be deemed to be inserted in the main objects clause of MOA of Network18 related to carrying on of web and internet business -

- *To create, own, acquire and host web-sites on the Internet including Internet Portal on the use and current affairs anywhere in the World for the Company; to conduct Electronic Commerce through buying and selling of goods, information and services either directly or on behalf of providers of these goods, information and services and to install, maintain and operate Internet, V-sat and Voice and Date Mail Services.*

- *To carry on in India and elsewhere either on its own or in alliance with any other Person/ Body/ Bodies corporate incorporated in India or abroad either under a strategic alliance or Joint Venture or any other arrangement the business of providing/ operating Internet services, web based electronic commerce and other allied services.*

- *To establish and carry on in India and elsewhere either on its own or in alliance with any other Person/Body/Bodies corporate incorporated in India or abroad either under a strategic alliance or Joint Venture or any other arrangement the business of providing/operating Very Small Aperture Terminals (VSAT) Communications Services, Value Added Network Services (VANS), Electronic Data Interchange Services, Datacom Network Services, File Transfer and Protocol Conversion Services, Voice Network Services, Concert Packet Services, Electronic Transaction Services, Wireless Application Protocol Services, High Speed VSAT based Satellite communication Services, Video Conferencing Services, System Integration Services involving computers and Communications Products/ Technologies and to market and sell and support various types of Satellite/Date communications equipments and networks built using such like Routers Frame Relay Switches, ATMs.*

9. ACCOUNTING TREATMENT ON DEMERGER

Accounting for Demerger 1:

9.1 Treatment in the books of TV18

(a) Upon the coming into effect of this Scheme, with effect from the Appointed Date, the book value of the assets and liabilities of the Demerged Undertaking 1, at the close of business of the day immediately preceding the Appointed Date, transferred to Ibn18 shall be reduced from the book value of the assets and liabilities of TV18. In so far as the accounts representing common or multipurpose borrowings referred to in Clause 5.9 are concerned, they shall stand reduced by the amounts transferred to Ibn18 in accordance with the provisions of this Scheme.

(b) The aggregate of the net assets of the Demerged Undertaking 1 standing in the books of accounts of TV18 transferred to Ibn18 at the close of business of the day immediately preceding the Appointed Date, shall be adjusted against the following, in the order specified:

(i) Capital Reserve Account; and
(ii) Securities Premium Account.

9.2 Treatment in the books of Ibn18

(a) Upon the coming into effect of this Scheme, Ibn18 shall record all the assets and liabilities of the Demerged Undertaking 1 transferred to it in pursuance of this Scheme at their respective book values thereof appearing in the books of account of TV18 immediately before the Appointed Date.

(b) The difference between the assets and liabilities transferred pursuant to the demerger of the Demerged Undertaking 1 to ibn18, duly adjusted for expenses incurred in connection with the

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Scheme, face value of the New Equity Shares on Demerger 1 issued pursuant to Clause 8.1, shall be adjusted against the Capital Reserve Account.

(c) The debit balance in the Profit & Loss Account of ibn18 to the extent of Rs 79,10,95,787 (Rupees Seventy Nine Crores, Ten Lacs, Ninety Five Thousand, Seven Hundred and Eighty Seven only) which would comprise only cash loss (i.e. accumulated loss less depreciation) as per the books of account as increased by the amount of Miscellaneous Expenditure of Rs 8,93,12,882 (Rupees Eight Crores, Ninety Three Lacs, Twelve Thousand, Eight Hundred and Eighty Two only) as on the Appointed Date, shall be written off against the balance in the Capital Reserve Account and/or the Securities Premium Account of an equivalent amount.

Accounting for Demerger 2

9.3 Treatment in the books of Web18

(a) Upon the coming into effect of this Scheme, with effect from the Appointed Date, the book value of the assets and liabilities of the Demerged Undertaking 2, at the close of business of the day immediately preceding the Appointed Date, transferred to Network18 shall be reduced from the book value of the assets and liabilities of Web18. In so far as the accounts representing common or multipurpose borrowings referred to in Clause 6.9 are concerned, they shall stand reduced by the amounts transferred to Network18 in accordance with the provisions of this Scheme.

(b) The aggregate of the net assets of the Demerged Undertaking 2 standing in the books of accounts of Web18 transferred to Network18 as increased by the debit balance of Profit and loss account of Web18 at the close of business of the day immediately preceding the Appointed Date, shall be adjusted against the following, in the order specified, to the extent required:

(I) General Reserve Account; and
(II) Securities Premium Account.

9.4 Treatment in the books of Network18

(a) Upon the coming into effect of this Scheme, Network18 shall record all the assets and liabilities of the Demerged Undertaking 2 transferred to it in pursuance of this Scheme at their respective book values thereof appearing in the books of account of Web18, at the close of business of the day immediately preceding the Appointed Date.

(b) The difference between assets and liabilities transferred pursuant to the demerger of Web Undertaking to Network18 shall be written off by Network18, against the following, in the order specified, to the extent required:

i). Capital Reserve Account; and
ii) Share Premium Account

(c) The debit balance in the Profit & Loss Account of Network18 at the close of business of the day immediately preceding the Appointed Date, shall be written off against the balance in the Capital Reserve Account and/or the Securities Premium Account of an equivalent amount.

9.5 It is hereby clarified that all transactions during the period between the Appointed Date and Effective Date relating to the Demerged Undertaking 1 would be duly reflected in the financial statements of ibn18, upon the Scheme coming into effect. Similarly, all transactions during the period between the Appointed Date and Effective Date relating to the Demerged Undertaking 2 would be duly reflected in the financial statements of Network18, upon the Scheme coming into effect.

9.6 Notwithstanding anything contained in Clause 9 hereinabove, the Board of Directors of the companies are authorized to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956.

9.7 To the extent that there are inter-corporate loans, other outstanding amounts or transactions between the Transferor Company and the Transferee Company, including those between Appointed Date and Effective Date, it is agreed by the Transferor Company and Transferee Company that all the

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requirements of the Act and any other applicable law with respect to such amounts shall be deemed to have been duly complied with.

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PART VI – MERGER 1

10. TRANSFER OF 'MERGED UNDERTAKING 1' TO NETWORK18

10.1 With effect from the Appointed Date, the whole of the Merged Undertaking 1, comprising all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 391 read with Section 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in Network18 as a going concern so as to become as and from the Appointed Date the assets and liabilities of Network18 and to vest in Network18 all the rights, title, interest or obligations of Merging Companies therein. All assets acquired by Merging Companies after the Appointed Date and prior to the Effective Date shall also stand transferred to and vested in Network18 upon the coming into effect of the Scheme. As regards transfer of specified movable assets, Clauses 10.2 and 10.3 below provide for the physical mode of effecting transfer. Where any of the assets of Merging Companies as on the Appointed Date deemed to be transferred to Network18 have been sold or transferred by Merging Companies after the Appointed Date and prior to the Effective Date, such sale or transfer shall be deemed to have been for and on account of Network18.

10.2 In respect of such of the assets of the Merged Undertaking 1 as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by Merging Companies and shall become the property of Network18 as an integral part of the Merged Undertaking 1 transferred to it. The aforesaid transfer shall be deemed to take effect from the Appointed Date without requiring any deed or instrument of conveyance for the same. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of Network18 and the Board of Directors of Merging Companies.

10.3 All debts, loans and advances recoverable in cash or in kind or for value to be received, deposits, outstanding and receivables of Merging Companies other than the movable assets specified in Clause 10.2 above, shall on and from the Appointed Date stand transferred to and vested in Network18 without any further actions or deed (although Network18 may, if it deems appropriate, give notice to the third party that the debts, outstanding and receivables do stand transferred to and vested in Network18), and the debtors shall be obliged to make payments to Network18 on and after the Effective Date.

10.4 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of Merging Companies shall also, under the provisions of Sections 391 to 394 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to Network18 so as to become as and from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of Network18.

10.5 The transfer and vesting of the Merged Undertaking 1 as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of Merging Companies.

Provided however that any reference in any security documents or arrangements (to which Merging Companies is a party) to the assets of Merging Companies offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Merged Undertaking 1 of Merging Companies as are vested in Network18 by virtue of this Scheme, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Merging Companies or any of the assets of Network18.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of Network18 shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of Merging Companies vested in Network18.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Merging Companies which shall vest in Network18 by virtue of merger of Merging Companies into Network18; and Network18 shall not be obliged to create any further or additional security after the Scheme has become operative.

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10.6 Where any of the liabilities and obligations of Merging Companies as on the Appointed Date deemed to be transferred to Network18 have been discharged by Merging Companies after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Network18, and all loans raised and used and all liabilities and obligations incurred by Merging Companies for the operations of the Merged Undertaking 1 after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of Network18 and to the extant they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to Network18 and shall become its liabilities and obligations.

11. ISSUE OF SHARES ON TRANSFER OF MERGED UNDERTAKING 1

11.1 Upon the coming into effect of the Scheme and in consideration of the merger of Demerged TV18 into Network18 pursuant to this Scheme, Network18 shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the **"Network18 New Shares"**) at par on a proportionate basis to each member of the Demerged TV18 whose name is recorded in the register of members of the Demerged TV18 as holding equity shares on the Specified Date in the ratio of 13:100 i.e. 13 fully paid-up equity shares of Rs 5 each of Network18 to be issued for every 100 equity shares of Rs 5 each of the Demerged TV18, held by the member.

In respect of equity shares held by Network18 or its subsidiaries in Demerged TV18 on the Specified Date, Network18 shall issue Network18 New Shares to a trust (or an individual trustee or board of trustees or corporate trustee herein after referred to as the **"Trustees"**) to have and hold such shares together with all additions and accretions thereto exclusively for the benefit of Network18 subject to the powers, provisions, discretions, rights and agreements contained in the instrument (the **"Trust Deed"**) establishing the aforesaid trust (the **"The Network18 Shareholders Trust"** or such other name as may be deemed appropriate). It is proposed that the Trustees shall, keeping in view the prevailing market conditions and other objectives, sell, transfer, hold or dispose off the trust shares at such time or times and in such manner as may be considered expedient and shall remit the proceeds thereof to Network18.

Further, if a member of Demerged TV18 holds any partly paid-up equity shares of Demerged TV18 on the Specified Date, such partly paid up shares shall be consolidated to create fully paid up shares (based on the relevant share issue price), and thereafter such member shall be entitled to fully paid-up equity shares of Rs 5 each of Network18 to be issued as per the aforesaid entitlement ratio, unless the Board of Directors of Demerged TV18 and Network18 agree upon an appropriate alternate mechanism.

11.2 The share entitlement ratio specified in Clause 11.1 shall be suitably adjusted for changes in the capital structure of either Network18 or Demerged TV18 post the date of the Board Meeting approving the Scheme provided the changes relate to matters such as bonus issue, split of shares and consolidation of shares. All such adjustments to the share entitlement ratio shall be deemed to be carried out as an integral part of this Scheme upon agreement in writing by the Board of Directors of both Demerged TV18 and Network18.

11.3 In case any member's holding in Demerged TV18 is such that the member becomes entitled to a fraction of an equity share in Network18, Network18 shall not issue fractional shares to such member but shall consolidate such fractions and issue consolidated equity shares to separate trustees nominated by Network18 in that behalf, who shall sell such shares at prevailing market prices within a reasonable time frame after the allotment and distribute the net sale proceeds (after deduction of tax, if applicable) to the members of Demerged TV18 in proportion to their fractional entitlements.

11.4 The Network18 New Shares will be issued in dematerialised form, provided that the members of Demerged TV18 shall have opened and maintained an account with a depository participant, and shall provide such other confirmation, information and details as may be required on or before such date as may be determined by the Board of Directors of the Transferee Company, failing which shares will be issued in physical form.

11.5 The Network18 New Shares issued pursuant to Clause 11.1 above shall subject to necessary approvals be listed and admitted to trading on the stock exchanges on which Network18 shares are presently listed.

11.6 The Network18 New Shares to be issued and allotted pursuant to Clause 11.1 shall be subject to the Memorandum and Articles of Association of Network18 and shall in all respects, rank *pari passu* with the existing equity shares of Network18, save and except in relation to dividends, if any, to which they may be entitled to, as and from the Appointed Date.

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For Television Eighteen India Ltd.

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For IBN18 Broadcast Limited

Authorised Signatory

For IBN18 Media Limited

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11.7 Upon the coming into effect of the Scheme and in consideration of the amalgamation of Network18 India, Care, TECC and RVT Investments into Network18 pursuant to this Scheme, Network18 shall not be required to issue new shares to shareholders of Network18 India, Care, TECC and RVT Investments since such shareholders may be subsidiaries of Network18 or since Network18 may own the entire share capital of the aforesaid Merging Companies.

12. ACCOUNTING TREATMENT ON MERGER 1

12.1 Upon the Scheme becoming effective, Network18 shall record the Merger Undertaking 1 vested in it pursuant to the Scheme, at their respective book values as appearing in the financial statements of companies constituting Merger Undertaking 1 at the close of business of the day immediately preceding the Appointed Date in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956.

12.2 Network18 shall credit to its Share Capital Account in its books of account the aggregate face value of the Network18 New Shares issued by it to the shareholders of Demerged TV18 pursuant to Clause 11.1 of this Scheme.

12.3 In so far as the balances in "Reserves and Surplus" of Merging Companies are concerned, Network18 shall record the balances, if any, in the Profit and Loss Account, Share Premium Account, Capital Reserve Account, General Reserve Account and any other reserve in the same form and at the same values as they appear in the financial statements of Merging Companies at the close of business of the day immediately preceding the Appointed Date.

12.4 Upon the coming into effect of this Scheme, any inter-company investment in the books of Network18, representing equity shares of Merging Companies will stand cancelled and no shares or consideration shall be issued by Network18 in respect of such cancelled shares subject to the issuance of the Network18 New Shares to the Network18 Shareholders Trust as contemplated under Clause 11.1 of this Scheme.

12.5 The aggregate of the excess/ deficit of the value of the assets over the value of the liabilities of Merger Undertaking 1 vested in Network18 pursuant to this Scheme and as recorded in the books of account of Network18, shall after adjusting the value of investments cancelled in Clause 12.4, "Reserve and Surplus" as referred in Clause 12.3 and face value of Network18 New Shares shall be adjusted to the reserve accounts of Network18.

12.6 In case of any differences in accounting policy between Merging Companies and Network18, the impact of the same till the Appointed Date will be quantified and adjusted in the balance sheet of Network18 in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956, to ensure that the financial statements of Network18 reflect the financial position on the basis of consistent accounting policy.

12.7 Post-Merger Accounting Treatment

Subsequent to ebove Clause of the Scheme becoming effective, in order to right size the balance sheet and enable true recognition of essets and liabilities in the balance sheet of Network18, it is considered desirable to value the assets and liabilities of Network18 at their respective fair values as may be identified and deemed appropriate by the Board of Directors of Network18. The difference between the book value and the fair value shall be adjusted against the Capital Reserve Account and/or the Securities Premium Account or such other reserve as may be deemed appropriate by the Board of Directors of Network18.

12.8 Network18 shall account for the book value of investments in the share capital of Demerged TV18 in respect of the shares of Demerged TV18 vested in the Network18 Shareholders Trust as per Clause 11.1 of the Scheme as 'Interest in Trust' at such book value; and pursuant to the Scheme becoming effective, such book value shall not be adjusted/ revalued/ restated on receipt of Network18 New Shares by the Network18 Shareholders Trust in lieu of its holding in Demerged TV18.

12.9 To the extent that there are inter-corporate loans or balances between and amongst Merging Companies and Network18, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of Network18 for the reduction of any assets or liabilities or other appropriate treatment, as the case may be. It is agreed by Merging Companies and

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For Network18 Broadcast Limited
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Network18 that all the requirements of the Act and any other applicable law with respect to such amounts shall be deemed to have been duly complied with.

12.10 For the removal of doubts, it is hereby clarified that there would be no accrual of income including interest or other expenses/ charges in respect of any inter-company loans or balances between Demerged TV18 and Network18 India and Network18 during the period between the Appointed Date and Effective Date. It is also clarified that there would be no accrual of income or expense on account of any other transactions, including *inter alia* any transactions in the nature of sale or transfer of any goods or services between Demerged TV18 and Network18 India and Network18, during the period between the Appointed Date and the Effective Date.

12.11 The adjustment contemplated under Clause 12.5 in the reserve accounts of Network18 shall be made in following reserve accounts ie Capital Reserve Account, Securities Premium Account, General Reserve Account and Profit and Loss Account in such order and to such extent as may be deemed fit by the Board of Directors of Network18.

12.12 It is hereby clarified that pursuant to the provisions of Clause 10, all transactions during the period between the Appointed Date and Effective Date relating to the Merged Undertaking 1 would be duly reflected in the financial statements of Network18, upon the coming into effect of this Scheme.

12.13 Notwithstanding anything contained in this Clause 12, the Board of Directors of Network18 is authorized to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956.

13. MERGER OF AUTHORIZED SHARE CAPITAL OF TRANSFEROR COMPANIES WITH NETWORK18

13.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the authorized share capital of each of the Transferor Companies i.e. Merging Companies shall stand transferred to and be added with the authorized share capital of Network18, without any liability for payment of any additional fees (including registrar of companies fees) or stamp duty.

13.2 It is hereby clarified that the consent of the shareholders of each of the Transferor Company and Network18 to the Scheme shall be sufficient for purposes of effecting this amendment in the Memorandum of Association of Network18 and that no further resolution under Sections 16, and 94 or any other applicable provisions of the Act, would be required to be separately passed, nor any additional registration fee, stamp duty, etc, be payable by Network18.

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For Ibn18 Broadcast Limited

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PART VII – MERGER 2

14. TRANSFER OF 'MERGED UNDERTAKING 2' TO IBN18

14.1 With effect from the Appointed Date, the whole of the Merged Undertaking 2, comprising all assets and liabilities of whatsoever natura and wheresoever situated, shall, under the provisions of Section 391 read with Section 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in Ibn18 as a going concern so as to become as and from the Appointed Date the assets and liabilities of Ibn18 and to vest in Ibn18 all the rights, title, interest or obligations of Ibn18 Media and INews.com therein. All assets acquired by Ibn18 Media and INews.com after the Appointed Date and prior to the Effective Date shall also stand transferred to and vested in Ibn18 upon the coming into effect of the Scheme. Where any of the assets of ibn18 Media and INews.com as on the Appointed Date deemed to be transferred to ibn18 have been sold or transferred by ibn18 Media and INaws.com after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Ibn18. As regards transfer of specified movable assets, Clauses 14.2 and 14.3 below provide for the physical mode of effecting transfer.

14.2 In respect of such of the assets of the Merged Undertaking 2 as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by Ibn18 Media and INews.com shall become the property of Ibn18 as an integral part of the Merged Undertaking 2 transferred to it. The aforesaid transfer shall be deemed to take effect from the Appointed Date without requiring any deed or instrument of conveyance for the same. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of Ibn18 and the Board of Directors of Ibn18 Media and INews.com.

14.3 All debts, loans and advances recoverable in cash or in kind or for value to be received, deposits, outstanding and receivables of Ibn18 Media and INews.com other than the movable assets specified in Clause 14.2 above, shall on and from the Appointed Date stand transferred to and vested in Ibn18 without any further actions or deed (although ibn18 may, if it deems appropriate, give notice to the third party that the debts, outstanding and receivables do stand transferred to and vested in Ibn18), and the debtors shall be obliged to make payments to Ibn18 on and after the Effective Date.

14.4 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of Ibn18 Media and INews.com shall also, under the provisions of Sections 391 to 394 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to Ibn18 so as to become as and from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of Ibn18.

14.5 The transfer and vesting of the Merged Undertaking 2 as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of Ibn18 Media and INews.com.

Provided however that any reference in any security documents or arrangements (to which Ibn18 Media and iNews.com is a party) to the assets of Ibn18 Media and iNews.com offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Merged Undertaking 2 of ibn18 Media and INews.com as are vested in ibn18 by virtue of this Scheme, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Ibn18 Media and iNews.com or any of the assets of Ibn18.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of Ibn18 shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of Ibn18 Media and INews.com vested in Ibn18.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Ibn18 Media and INews.com which shall vest in Ibn18 by virtue of merger of Ibn18 Media and iNews.com into Ibn18 and Ibn18 shall not be obliged to create any further or additional security after the Scheme has become operative.

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For INews.com Limited

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14.6 Where any of the liabilities and obligations of ibn18 Media and INews.com as on the Appointed Date deemed to be transferred to ibn18 have been discharged by Ibn18 Media and iNews.com after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of ibn18, and all loans raised and used and all liabilities and obligations incurred by Ibn18 Media and iNews.com for the operations of the Merged Undertaking 2 after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of ibn18 and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to Ibn18 and shall become its liabilities and obligations.

15. ISSUE OF SHARES ON TRANSFER OF MERGED UNDERTAKING 2

15.1 Upon the coming into effect of the Scheme and in consideration of the merger of Ibn18 Media and iNews.com into Ibn18 pursuant to this Scheme, ibn18 shall not issue any shares since ibn18 Media and INews.com may be wholly owned by Ibn18.

16. ACCOUNTING TREATMENT ON MERGER 2

16.1 Treatment in the books of ibn18

16.1.1 Upon the Scheme becoming effective, ibn18 shall record the Merger Undertaking 2 vested in it pursuant to the Scheme, at their respective book values as appearing in the financial statements of ibn18 Media and INews at the close of business of the day immediately preceding the Appointed Date in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956.

16.1.2 Upon the coming into effect of this Scheme, all inter-company investment in the books of ibn18, representing equity shares of ibn18 Media and iNews.com will stand cancelled and no shares shall be issued by Ibn18 in respect of such cancelled shares.

16.1.3 In so far as the balances in "Reserves and Surplus" of Ibn18 Media and iNews are concerned, ibn18 shall record the balances, if any, in the Profit and Loss Account, Share Premium Account, Capital Reserve Account, General Reserve Account and any other reserve in the same form and at the same values as they appear in the financial statements of Ibn18 Media and INews at the close of business of the day immediately preceding the Appointed Date.

16.1.4 The eggregete of the excess/ deficit of the value of the assets over the value of the liabilities of Ibn18 Media and iNews vested in Ibn18 pursuant to this Scheme end es recorded in the books of account of Ibn18, shall after adjusting the value of investments cancelled in Clause 16.1.2 and "Reserve and Surplus" as referred in Clause 16.1.3 shell be adjusted to reserve accounts of ibn18.

16.1.5 In case of any differences in accounting policy between Ibn18 Medie and INews.com and Ibn18, the impact of the same till the Appointed Date will be quantified and adjusted in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956 to ensure that the financial statements of ibn18 reflect the financial position on the basis of consistent accounting policy.

16.2 To the extent that there are Inter-corporate loans or balences between and amongst Ibn18 Media and iNews.com and Ibn18, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of Ibn18 for the reduction of any assets or liabilities or other appropriete treatment, as the case may be. It is agreed by ibn18 Media and iNews.com and ibn18 that all the requirements of the Act and any other applicable law with respect to such amounts shall be deemed to have been duly complied with.

16.3 For the removal of doubts, it is hereby clarified that there would be no accrual of income including interest or other expenses/ charges in respect of any inter-company loans or balances between Ibn18 Media and INews.com and Ibn18 during the period between the Appointed Date and Effective Date. It is also clarified that there would be no accrual of income or expense on account of any other transactions, including inter alia any transections in the nature of sale or transfer of any goods or services between Ibn18 Media and iNews.com and Ibn18, during the period between the Appointed Date and the Effective Date.

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16.4 It is hereby clarified thet pursuant to the provisions of Clause16.3, all transactions during the period between the Appointed Date and Effective Date relating to the undertaking would be duly reflected in the financial statements of ibn18, upon the coming into effact of this Schema.

16.5 Post-Merger Accounting Treatment

Subsequent to above Clause of the Scheme becoming effective, in-order to right size the balance sheet and enable true recognition of assets and liabilities in the balance sheet of the ibn18, it is considered desirable to value the assets and liabilities of Ibn18 at their respective fair values as may be identified and deemed appropriate by the Board of Directors of ibn18. The difference between the book value and the fair value shall be adjusted against the Capital Reserve Account and/or the Securities Premium Account as deemed appropriate by the Board of Directors of Ibn18.

16.6 The adjustment contemplated under Clause 16.1.4 in the reserve accounts of Ibn18 shall ba made in following reserve accounts ie Capital Reserve Account, Securities Premium Account, General Reserve Account and Profit and Loss Account in such order and to such extent as may be deemed fit by the Board of Directors of Ibn18.

16.7 Notwithstanding anything contained in this Clause 16, the Board of Directors of Ibn18 is authorized to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956.

17. MERGER OF AUTHORIZED SHARE CAPITAL OF TRANSFEROR COMPANIES WITH Ibn18

17.1 Upon the Scheme becoming effective and with effect from tha Appointed Date, the authorized share capital of Ibn18 Media and iNews.com shall stand transferred to and be added with the authorized share capital of ibn18, without any liability for payment of any additional fees (including registrar of companies fees) or stamp duty.

17.2 It is hereby clarified that the consent of the shareholders of Ibn18 Media and iNews.com and ibn18 to the Scheme shall be sufficient for purposes of effecting this amendment in the Memorandum of Association of ibn18 and that no further resolution under Sections 16, and 94 or any other applicable provisions of the Act, would be required to be separately passed, nor any additional registration fee, stemp duty, etc, be payable by ibn18.

18. DISSOLUTION OF TRANSFEROR COMPANIES IN MERGER 1 AND MERGER 2

Demerged TV18, Network18 India, iNews.com, Ibn18 Media, TECC, Care and RVT Investments shall be dissolved without the process of winding up, upon the coming into effect of this Scheme, in accordance with the provisions of the Scheme, the Act and the rules made thereunder.

19. GENERAL

19.1 Upon the coming into effect of this Scheme, Network18 shall be entitled to use all packaging, labels, point of sale material, sign board, samples, closures, video clips, other publicity material, etc, lying unused and which Demerged TV18, TECC and Care to use under any statutes/ regulations, till such time as all of such packaging, labels, closures, etc are exhausted. Similarly Ibn18 shall be entitled to use all packaging, labels, point of sale material, sign board, samples, closures, video clips, other publicity material, etc, lying unused and which iNews.com, ibn18 Media are entitled to use under any statutes/ regulations, till such time as all of such packaging, labels, closures, etc are exhausted.

19.2 Upon the issue of Network18 New Shares on merger in terms of Clause 11, tha provisions of Section 81 (1A) of the Act shall be deemed to have been complied with and such issue shall be an Integrel part of this Scheme.

19.3 Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 293(1) (d) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of Merging Companies which are being transferred to Network18; and iNews.com, Ibn18 Media which are being transferred to Ibn18 pursuant to the Scheme, such limits being incremental to the existing limits of Ibn18 and Network18, with effect from the Appointed Date.

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PART VIII –TERMS AND CONDITIONS FOR RESTRUCTURING

20. SEQUENCE OF EFFECTIVENESS OF PART III, PART IV, PART VI AND PART VII

Upon the Sanction of the Scheme and upon the scheme becoming effective, with effect from the Appointed Date the following shall be deemed to have occured and become effective and operative only in the sequence and the order mentioned hereunder:

(i) Demerger of 'News Business Undertaking' from TV18 into Ibn18
(ii) Merger of INews.com and Ibn18 Media into Ibn18
(iii) Merger of Demerged TV18 into Network18
(iv) Demerger of 'Web Undertaking' from Web18 into Network18
(v) Merger of TECC, Care, RVT Investments and Network18 India into Network18

21. CONTRACTS AND DEEDS

21.1 Upon the coming into effect of this Scheme and subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, engagements, arrangements and other instruments of whatsoever nature in relation to the Merged Undertakings and Demerged Undertakings to which the Transferor Company is a party or to the benefit of which tha Trensferor Company may be eligible, end which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect by or against or in favour, as the case may be, 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.

21.2 Without prejudice to other provisions of the Scheme end notwithstanding that vesting of the Merged Undertakings/ Demerged Undertakings with the Transferee Company occurs by virtue of this Scheme itself, the Transferee Company may, et any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or if it is otherwise considered necessary or expedient, execute deeds, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company was a party or any writings as may be necessary to be executed merely in order to give formal effect to the above provisions. The Transferor will, if necessary, also be a party to the above to the extent permissible. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

22. LEGAL PROCEEDINGS

22.1 Upon the coming into effect of this Scheme, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) by or egainst the Transferor Company under any statute, whether pending on the Appointed Date, or which may be instituted any time in the future (relating to any period prior to the appointed date) and in each case relating to the relevant Merged Undertakings/ Demerged Undertakings shall be continued and enforced by or against the Transferee Company after the Effective Date and shall not abate or be discontinued nor be in any way prejudicially affected by reason of the demerger of the relevant Merged Undertakings/ Demerged Undertakings or anything contained in the Scheme. In the event of any difference or difficulty in determining whether any specific legal or other proceeding relates to a given Merged Undertakings/ Demerged Undertakings or not, the decision of the Board of Directors of the Transferor Company in this regard shall be conclusive evidence of the relationship with the relevant Merged Undertekings/ Demerged Undertakings.

22.2 The Transferee Company undertakes to have all legal proceedings initiated by or egainst the Transferor Company referred to in Clause 22.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company. The respective companies shall make relevant applications in that behalf to the extent permissible. All costs and consequences of such proceeding shall be borne by the Transferee Company.

22.3 In the event that the legal proceedings referred to herein require the Transferor Company to be jointly treated as party thereto, the Transferee Company shall prosecute or defend such proceedings in co-operation with the Transferor Company at its cost and consequence.

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22.4 Notwithstanding the above, in case the proceedings referred to in Clause 22.1 above cannot be transferred for any reason, or the transfer takes time, till such transfer the Transferor Company shall defend the same in accordance with the advice of the relevant Transferee Company end at the cost and consequences of the Transferee Company, and the relevant Transferee Company shall reimburse, indemnify and hold harmless the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.

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

23. CONDUCT OF BUSINESS/ EMPLOYEES

23.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company:

(a) shall be deemed to have been carrying on all business and activities relating to the Merged Undertakings/ Demerged Undertakings and stand possessed of all assets, rights, title, interest and authorities of the Merged Undertakings/ Demerged Undertakings for and on account of, and in trust for, the Transferee Company; and

(b) all profits accruing to the Transferor Company, or losses arising or incurred by them (including the effect of taxes, if eny, thereon), relating to the Merged Undertakings/ Demerged Undertakings shall for all purposes, be treated as the profits, taxes or losses, as the case may be, of the Transferee Company.

23.2 The Transferor Company undertakes that it will from the date of approval of the Scheme by its Board of Directors and also from approval of the Board of Directors of the Transferee Company, or the Appointed Date, whichever is earlier, and up to and including the Effective Date preserve and carry on the Merged Undertakings/ Demerged Undertakings with diligence and prudence and agree that it will not, in any material respect, without the prior written consent of the relevant Transferee Company, allenate, charge or otherwise deal with or dispose off the Merged Undertakings/ Demerged Undertakings or any part thereof except in the ordinary course of business or undertake substantial expansion of the Merged Undertakings/ Demerged Undertakings, other than expansions which have already been commenced.

23.3 The Transferee Company undertakes to engage, such employees es ere determined under Clause 1 of this Scheme, as being substantially engaged in the relevant Merged Undertakings/ Demerged Undertakings and who are in the employment of the Transferor Company immediately preceding the Effective Date, on terms and conditions not less favourable than those on which they are engaged by the Transferor Company, without any interruption of service as a result of the transfer of Merged Undertakings/ Demerged Undertekings to the Transferee Company. The Transferee Company agree that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such employees with the Transferor Company shall also be taken into account, and agrae and underteke to pay the same as and when payable in accordance with prevailing law.

23.4 Upon the Scheme coming into effect, the accounts of the employees, who are employed by the Transferor Company and who fall under Clause 23.3 above, relating to the Provident Fund, Gratuity Fund and Pension and/or Superannuation Fund and eny other Fund, shall be identified, determined and transferred to the respective funds of the Transferee Company and the employees shall be deemed to have become members of such trusts/ respective funds set up by the Transferee Company or set up under any statutory provisions/ schemes framed by Life Insurance Corporation or any other qualified insurer. The Transferor Company and the Transferee Companies shall co-operate and take all such steps as may be necessary to give effect to the provisions of this Clause, with the end and intent that the interests of employees are protected. The Transferor Company agrees to stand in and support the Transferee Company, during the period that the Funds or employee benefit arrangements of Transferee Company are set up; subject to applicable law.

23.5 Notwithstanding anything else contained in this Scheme, during the pendency of the Scheme, Network18, ibn18 and TV18 are expressly authorized to raise capital for the purpose of funding growth or any other purpose, in any manner as considered suiteble by their Board of Directors; whether by means of rights issue, preferential issue, public issue or any other manner whatsoever. Further, such funds may be raised by means of any instrument considered suitable by their respective Board of Directors, including equity/ equity linked instruments, convertible/ non convertible bonds, debentures,

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debt, ADRs/ GDRs etc. Provided that any such capital raising exercise shall be approved in writing by the Board of Directors of all three companies (Network18, ibn18 and TV18) to preserve the interests of their respective shareholders.

23.6 In respect of the stock entitlements granted by the Transferor Company, if any, under any of the employees stock options scheme or other employee compensation plans to eligible participants which have not been exercised and are outstanding on the Effective Date, the said eligible participants shall, in lieu of the stock entitlements held by them in Transferor Company ("Transferor Company Stock Options"), receive corresponding stock entitlements in the Transferee Company determined in accordance with the share exchange ratio (as defined in Clause 8.1 and Clause 11.1 hereinbefore) or as may be determined by the Compensation Committee of Ibn18/ Network18 with the objective of preserving the interest of the employees. It is hereby clarified that the period of vesting shall for the stock options received in ibn18/ Network18 shall be counted from the date of grant of stock options in the Transferor Company.

24. TAXES

Each of the Transferor Company and the Transferee Company is expressly permitted to file/ revise their respective income tax, service tax, sales tax/ value added tax, excise, customs and other statutory returns and filings, consequent to the scheme becoming effective notwithstanding that the period of filing/ revising such returns may have lapsed. Further, each of the Transferor Company and the Transferee Company are expressly permitted to amend their TDS certificates and shall have the right to claim refund, advance tax credits, withholding tax credits, set offs, benefit of compliances and adjustments relating to their respective incomes/ transactions from the Appointed Date. It is specifically declared that the taxes/ duties paid by the Transferor Company or withheld on its behalf in relation to the Merged Undertakings/ Demerged Undertakings shall be deemed to be taxes/ duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit of such taxes deducted/ paid against its tax/ duty liability notwithstanding that the certificates/ challans or other documents for payment of such taxes/ duties are in the name of Transferor Company.

25. SAVING OF CONCLUDED TRANSACTIONS

Transfer and vesting of the assets, liabilities, rights and obligations of the Merged Undertakings/ Demerged Undertakings and continuance of the proceedings by or against the Transferee Company shall not in any manner affect any transaction or proceedings already completed by the Transferor Company on or before the Appointed Date to the end and intent that the Transferee Company accept all such acts, deeds and things done and executed by and/ or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

26. APPLICATIONS TO HIGH COURT/ OTHER AUTHORITY

26.1 The Transferor Company and Transferee Company shall, with all reasonable dispatch, make applications to the ralevant Hon'ble High Court seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the members and/ or creditors as may be directed by the said Hon'ble High Court.

26.2 On the Scheme being agreed to by the requisite majorities of the classes of the members and/ or creditors of the Transferor Company and Transferee Company as directed by the Hon'ble High Court, the Transferor Company and Transferee Company shall, with all reasonable dispatch, apply to the relevant Hon'ble High Court, for sanctioning the Scheme under Sections 391 and 394 of the Act, and for such other order or orders, as the said Hon'ble High Court or such other authority having jurisdiction under law may deem fit for carrying this Scheme into effect.

26.3 For the purpose of issue of equity shares pursuant to the Scheme, the Transferee Company may obtain such approvals and clearances as may be required under applicable law. Where necessary, with respect to a shareholder or class of shareholders, as may be appropriate, without prejudice to Clause 3 of this Scheme, the Transferee Company shall be entitled to make such other arrangements as may be required for the issue and allotment of shares, including the setting up of a trust to hold and/ or to dispose off the shares with the understanding that the interests of shareholders shall be protected at all times subject to applicable law and taxes.

For Television Eighteen India Ltd
Authorised Signatory

For ibn18 Broadcast Limited
Pradeep Tahiliani
Authorised Signatory

For iNews.com Limited
Authorised Signatory

For Television Eighteen Commodities Central.com Ltd
Authorised Signatory

For NETWORK18 MEDIA & INVESTMENTS LTD.
Authorised Signatory

Care Websites Pvt.Ltd.
Authorised Signatory

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High Court of Delhi
Authorised Under Section 76
Indian Evidence Act

27. MODIFICATION OR CLARIFICATION

27.1 The Transferor Company (by their Directors or their committee thereof) and the Transferee Company (by their Directors or their committee thereof) may assent to any modification(s) or amendment(s) in this Scheme which the Court and/ or any other authority or any other body may deem fit to direct or impose or which may otherwise be considered necessary or desirable for implementing and/ or carrying out the Scheme or which may be considered necessary due to any change in law or other reason and the Transferor Company (by their Directors or their committee thereof) and the Transferee Company (by their Directors or their committee thereof) be and are hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the Court or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/ or any matters concerning or connected therewith.

27.2 For the purpose of issue and allotment of shares pursuant to the Scheme, Ibn18 and Network18 shall, if and to the extent required, apply for and obtain the necessary approvals from the appropriate regulatory authority, for the issue and allotment of equity shares of Ibn18 and Network18 to the shareholders of TV18.

27.3 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the respective Boards of Directors of the Transferor Company and Transferee Company, affect the adoption or validity or interpretation of the other parts and/ or provisions of this Scheme. It is hereby clarified that the Board of Directors of the Transferor Company and Transferee Company may in their absolute discretion, adopt any part of this Scheme or declare the entire Scheme to be null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own cost or bear costs as may be mutually agreed.

27.4 All steps for reorganizing share capital of the companies under this Scheme, shall be undertaken as an integral part of this Scheme in accordance with the provisions of Sections 391-394 and other applicable provisions of the Act including Sections 78, 94, 100, 102, 103 of the Act, and no other steps or procedures would need to be undertaken by the concerned companies to give effect to the same. Consequential changes shall also apply with respect to the existing issued, subscribed and paid up capital of the Transferor Company and the Transferee Company.

27.5 Pursuant to the provisions of this Scheme and Section 78, 100 and all other applicable provisions of the Act, the reduction in Capital Reserve Account and/or Securities Premium Account arising out of adjustments pursuant to Clause 9.1(b), in respect of TV18 and Clause 9.3 (b) in respect of Web18, Clause 9.4, Clause 12.7 and Clause 12.11 in respect of Network18 and Clause 9.2 and Clause 16.5 and Clause 16.6 in respect of Ibn18 as the case may be, shall be effected as an integral part of this Scheme only, as the same does not involve either diminution of liability in respect of unpaid capital or payment to any shareholder of any amount paid in respect of shares issued and the order of the Courts sanctioning this Scheme shall be deemed to be an order under Section102 of the Act confirming the reduction.

The necessary approvals/consents to be obtained by Web18, TV18, Network18 and Ibn18 from its shareholders and creditors, as required, for the Scheme shall always be deemed to include the approval/consents required to be obtained under Section 100 and Web18, TV18, Network18 and Ibn18 shall not be, nor shall be obliged to call a separate meeting of its shareholders and creditors for obtaining their approval sanctioning the reduction of Securities Premium, as the case may be, as contemplated herein.

Notwithstanding the reduction in capital of Network18 and Ibn18 or any other company being a party to the Scheme as aforesaid, in view of the financial position of Network18 and Ibn18, or any other company it shall not be required to add "and reduced" as suffix to its name.

For Broadcast Limited
Pradeep Tahiliani
Authorised Signatory

For Television Eighteen India Ltd
Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.
(AUTH. SIGNATORY)

For Television Eighteen Commodities Central.com Ltd.

For iNews.com Limited
Authorised Signatory

NETWORK18 INDIA HOLDINGS PVT. LTD
Auth. Signatory

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High Court of Delhi
Authorised U/s for Section 76
Indian Evidence Act

28. CONDITIONALITY OF SCHEME

The Scheme is conditional upon and subject to:

(a) the Scheme being agreed to (either at the meetings or by consent letters) by the respective requisite majorities of the various classes of members and creditors (where applicable), of the Transferor Company and Transferee Company as required under the Act and the requisite sanction and orders of the Hon'ble High Court being obtained; and

(b) the certified copies of the above orders of the Hon'ble High Court being filed with the jurisdictional Registrar of Companies by Transferor Company and Transferee Company.

29. CHANGE OF NAME OF COMPANY

Upon coming into effect of this Scheme, the name of ibn18 Broadcast Limited shall stand changed to "TV18 Limited" or such other similar name as may be made available by appropriate authority, without any further act or deed. Accordingly, all approvals as required under Section 13, 16, 21 and 31 of the Act and such other applicable provisions of the Act read with relevant rules and regulations made thereunder from the Board of Directors, Shareholders or any regulatory authority shall be deemed to have been obtained by ibn18 Broadcast Limited.

30. COSTS, CHARGES AND EXPENSES

All costs and expenses arising out of or incurred in carrying out and implementing this Scheme shall be equally split and paid by ibn18 & Network18. Notwithstanding the aforesaid, stamp duty costs and transfer charges (if any) shall be borne by Network18 (for Merger 1 and Demerger 2) and ibn18 (for Merger 2 and Demerger 1). All the aforesaid expenses shall be referred to as "Expenses of Scheme".

31. EFFECT OF NON-APPROVALS

In the event no part of this Scheme takes effect finally by December 31, 2011 or by such later date as may be agreed upon by the respective Boards of Directors of the Transferor Company and Transferee Company, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each company shall bear its own cost or es may be mutually agreed.

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For Television Eighteen India Ltd.

Authorised Signatory

For ibn18 Broadcast Limited

Authorised Signatory

Authorised Signatory

For NETWORK18 INDIA HOLDINGS PVT. LTD.

Auth. Signatory

For RVT Investments Private Limited

Authorised Signatory

Certified to be True Copy

Examiner (Judicial Department)
High Court of Delhi
Authorised under Section 76
Indian Evidence Act

SCHEDULE OF ASSETS OF THE "NEWS BUSINESS UNDERTAKING" OF TELEVISION EIGHTEEN INDIA LIMITED (TRANSFEROR COMPANY NO 1) TO BE TRANSFERRED TO AND VESTED IN IBN18 BROADCAST LIMITED (TRANFEREE COMPANY NO 1) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA AND SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 1 to be transferred to the Transferee Company No 1

Nil

PART II

Short description of the Leasehold property of the Transferor Company No 1 to be transferred to the Transferee Company No 1

Nil

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 1 to be transferred to the Transferee Company No 1

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 1 to be transferred to the Transferee Company No 1 under the Scheme of Arrangement is as under:

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(44)

Particulars	Number of shares/debenture/ units
Equity shares	
iNews.com Limited	5,949,000
KSL and Industries Limited	592,885
Refex Refrigerants Limited	275,000
Provouge (India) Limited	500,000
Delhi Stock Exchange Association Limited	898,500
Skorydove Systems Private Limited	3,192
Ensemble Infrastructure India Limited	83,763
Cash and cash equivalents (in Rs)	1,034,869,153

For Television Eighteen India Limited

Authorised Signatory

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High Court of Delhi
Authorised Under Section
Indian Evidence Act

SCHEDULE OF ASSETS OF TELEVISION18 INDIA LIMITED (TRANSFEROR COMPANY NO 1) TO BE TRANSFERRED TO AND VESTED IN NETWORK18 MEDIA AND INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA & SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 1 to be transferred to the Transferee Company No. 2

1) Freehold Land

Situation of Property	Area
Plot No. 5, Survey No. 724 of Mouje Irana of Kadi Taluka, District Mehsana, Gujrat	1708.35 sq. yds together with 1/18 undivided impartible joint ownership of approach road land

[The aforesaid freehold land existed in books of Transferor Company No. 1 on the Appointed Date. However the same is not held by the Transferor Company No 1 on the date of filing of this Schedule of Assets]

PART II

Short description of the Leasehold property of the Transferor Company No 1 to be transferred to the Transferee Company No. 2

1) Building

Situation of Property	Area
Building situated at Flat no. 101, 101 A, 'A' Wing, "Mon Repos", 45 B.J.Road, Bandra, Mumbai 400050, Maharashtra	78 sq meters

[The aforesaid building existed in books of Transferor Company No. 1 on the Appointed Date. However the same is not held by the Transferor Company No 1 on the date of filing of this Schedule of Assets]

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 1 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company to be transferred to the Transferee Company under the Scheme of Arrangement is as under:

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(46)

Particulars	Number of shares/debenture/ units
Equity shares	
Infomedia 18 Limited	23,913,061
Television Eighteen Mauritius Limited	12,295,000
Newswire18 Limited	2,678,894
RVT Investments Private Limited	10,000
Television Eighteen Media and Investment Limited	100,001
PREFERENCE SHARES	
Television Eighteen Media and Investment Limited	49,118,691
RVT Investments Private Limited	613,500
DEBENTURES	
RVT Investments Private Limited	1,530,800
UNITS	
Media Venture Capital Trust - II	27,212
MUTUAL FUNDS	
Birla Sun Life Mutual Fund	7,166,121
Deutche Mutual Fund	3,386,717
DSP BlackRock Liquidity Fund	129,336
Fidelity Mutual Fund	16,127,556
HDFC Mutual Fund	2,090,881
IDFC Mutual Fund	9,625,239
JM Financial Mutual Fund	8,814,641
Kotak Mutual Fund	14,126,337
Religare Mutual Fund	11,986,479
Reliance Mutual Fund	7,961,609
SBI Mutual Fund	10,388,243
Tata Mutual Fund	55,935
Taurus Mutual Fund	126,551
UTI Mutual Fund	265,048
Cash and cash equivalents (in Rs)	1,219,500,000

For TELEVISION EIGHTEEN INDIA LIMITED

Authorised Signatory

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Judicial Department

SCHEDULE I - II

(47)

SCHEDULE OF ASSETS OF WEB UNDERTAKING OF WEB18 SOFTWARE SERVICES LIMITED (TRANSFEROR COMPANY NO 2) TO BE TRANSFERRED TO AND VESTED IN NETWORK 18 MEDIA AND INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA AND SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 2 to be transferred to the Transferee Company No 2

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 2 to be transferred to the Transferee Company No 2

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 2 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 2 to be transferred to the Transferee Company No 2 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Mutual Fund Units	
Deutsche DWS Insta Cash Fund	505,884
HDFC Liquid Fund	3,313,142
Religare Liquid Fund	1,135,473
Templeton Treasury Management Account	11,811

Cash and cash equivalents (in Rs) Rs. Nil

For Web18 Software Services Limited

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Indian Evidence Act

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SCHEDULE OF ASSETS OF IBN18 MEDIA & SOFTWARE LIMITED (TRANSFEROR COMPANY NO 3) TO BE TRANSFERRED TO AND VESTED IN IBN18 BROADCAST LIMITED (TRANFEREE COMPANY NO 1) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA & SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 3 to be transferred to the Transferee Company No. 1

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 3 to be transferred to the Transferee Company No. 1

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 3 to be transferred to the Transferee Company No 1

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 3 to be transferred to the Transferee Company No 1 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Equity shares/ Preference Shares/ Debentures/ MF units	**Nil**

Cash and cash equivalents (in Rs) as at 01-04-2010 Rs.115,842.00

For IBN18 Media & Software Limited

Director

SCHEDULE OF ASSETS OF INEWS.COM LIMITED (TRANSFEROR COMPANY NO 4) TO BE TRANSFERRED TO AND VESTED IN IBN18 BROADCAST LIMITED (TRANFEREE COMPANY NO 1) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA & SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 4 to be transferred to the Transferee Company No 1

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 4 to be transferred to the Transferee Company No 1

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 4 to be transferred to the Transferee Company No 1

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 4 to be transferred to the Transferee Company No 1 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Equity shares/ Preference Shares/ Debentures/ MF units	NIL

Cash and cash equivalents (in Rs) 678/-

For iNews.Com Ltd

Authorised Signatory

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High Court of
Authorised Under

SCHEDULE OF ASSETS OF TELEVISION EIGHTEEN COMMODITIES CONTROL.COM LIMITED (TRANSFEROR COMPANY NO 5) TO BE TRANSFERRED TO AND VESTED IN NETWORK 18 MEDIA AND INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA AND SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 5 to be transferred to the Transferee Company No 2

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 5 to be transferred to the Transferee Company No 2

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 5 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 5 to be transferred to the Transferee Company No 2 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Equity shares/ Preference Shares/ Debentures/ MF units	Nil

Cash and cash equivalents (in Rs) Rs.4,929,042

For Television Eighteen Commoditiescontrol.Com Limited

Authorised Signatory

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High Court of Delhi
Authorised Under Section 76
Indian Evidence Act

(51)

SCHEDULE OF ASSETS OF RVT INVESTMENTS PRIVATE LIMITED (TRANSFEROR COMPANY NO 6) TO BE TRANSFERRED TO AND VESTED IN NETWORK18 MEDIA & INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA & SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 6 to be transferred to the Transferee Company No 2

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 6 to be transferred to the Transferee Company No 2

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 6 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 6 to be transferred to the Transferee Company No 2 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Equity shares of ibn18 Broadcast Limited of Rs. 2/- each	**38,454,495**
Cash and cash equivalents (in Rs)	**3,168**

For RVT INVESTMENTS PRIVATE LIMITED

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SCHEDULE OF ASSETS OF CARE WEBSITES PRIVATE LIMITED (TRANSFEROR COMPANY NO 8) TO BE TRANSFERRED TO AND VESTED IN NETWORK 18 MEDIA AND INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA AND SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 8 to be transferred to the Transferee Company No 2

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 8 to be transferred to the Transferee Company No 2

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 8 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 8 to be transferred to the Transferee Company No 2 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Equity shares/ Preference Shares/ Debentures/ MF units	Nil

Cash and cash equivalents (in Rs) Rs.1,348,599

For Care Websites Private Limited

Care Websites Pvt.Ltd.

Authorised Signatory

Authorised Signatory

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(53)

SCHEDULE OF ASSETS OF NETWORK18 INDIA HOLDINGS PRIVATE LIMITED (TRANSFEROR COMPANY NO 7) TO BE TRANSFERRED TO AND VESTED IN NETWORK18 MEDIA AND INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA & SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 7 to be transferred to the Transferee Company No 2

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 7 to be transferred to the Transferee Company No 2

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 7 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company to be transferred to the Transferee Company under the Scheme of Arrangement is as under:

Particulars	Number of Shares/debenture/ units
Equity shares	
Television Eighteen Mauritius Limited	5,100,000
ibn18 Broadcast Limited	5,500,000
MUTUAL FUNDS	
L & T Mutual Fund	4,334,824
Cash and cash equivalents (in Rs)	371,536,025

Dated this the 26th April, 2011
By order of the Court

—Sd/—
Joint Registrar (Co.)
for Registrar General

03/6/11

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(Original)

High Court of Delhi

New Delhi

THE HIGH COURT OF DELHI

10/6/11

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

MUMBAI BENCH

C.P.(CAA)/2010/MB/2018
IN
CSA NO. 132 OF 2018

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Section 234 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;

AND

In the matter of Scheme of Merger by Absorption of Equator Trading Enterprises Private Limited (**"First Transferor Company"**) and Panorama Television Private Limited (**"Second Transferor Company"**) and RVT Media Private Limited (**"Third Transferor Company"**) and ibn18 (Mauritius) Limited (**"Fourth Transferor Company")** by TV18 Broadcast Limited (**"Transferee Company"**) and their respective Shareholders and Creditors (**"Scheme"**).

Equator Trading Enterprises Private Limited
.... First Transferor Company/ First Petitioner Company

AND

Panorama Television Private Limited
...Second Transferor Company/ Second Petitioner Company

AND

RVT Media Private Limited
...Third Transferor Company/ Third Petitioner Company

NATIONAL COMPANY LAW TRIBUNAL
राष्ट्रीय कम्पनी विधि अधिकरण
मुंबई न्यायपीठ
MUMBAI BENCH

AND

TV18 Broadcast Limited ....Transferee Company/ Petitioner Company

Order delivered on: 30th August, 2018

Coram:

Hon'ble: Bhaskara Pantula Mohan, Member (J),

Hon'ble : V. Nallasenapathy, Member (T)

For the Petitioner(s): Mr. Hemant Sethi a/w Mr. Suvaaankoor Das
i/b Krishnamurthy & Co.

For Regional Director: Mr. S Ramakantha, Joint Director.

Per: Bhaskara Pantula Mohan, Member (J)

ORDER

1. Heard learned counsel for parties. No objector has come before this Hon'ble Tribunal to oppose the Scheme nor has any party controverted any averments made in the Petition.

2. The sanction of the Tribunal is sought under Sections 230 to 232 read with Sections 234 and other applicable provisions of the Companies Act, 2013 to the Scheme of Merger by Absorption of Equator Trading Enterprises Private Limited, Panorama Television Private Limited, RVT Media Private Limited, ibn18 (Mauritius) Limited by TV18 Broadcast Limited and their respective shareholders and creditors.

3. Learned Counsel for the Petitioners states that the First Transferor Company is currently engaged in the business of trading of goods, the Second Transferor Company is engaged in media business and it broadcasts general news channels in regional languages, the Third Transferor Company is engaged in the business of broadcasting, telecasting, transmitting or distributing in any manner any audio, video or other programmes or software, trading business and commercial services and the Fourth Transferor Company is engaged in providing consultancy services. Learned Counsel for the Petitioners further states that the Transferee Company is currently engaged in the media business and it broadcasts general news channels in

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

Hindi, English and other regional languages and business news channels in Hindi, English and Gujarati.

4. Learned Counsel for the Petitioners further states that the Scheme envisages merger by Absorption of the Transferor Companies with the Transferee Company and the merger by Absorption shall have the following benefits: a) The Transferor Companies are direct or indirect wholly owned subsidiaries of the Transferee Company. In order to effectively manage all the companies of the group it was decided to consolidate all the Petitioner Companies and the Fourth Transferor Company into a single legal entity; b) Consolidation would result in several benefits including effective management of business, benefitting in synergy, economics of scale, attainment of efficiencies and cost competitiveness; c)rationalizing the group structure to ensure optimized legal entity structure, more aligned with the business by reducing the number of legal entities with an objection to achieve significant reduction of costs, compliances and duplication of corporate affairs; d) integrating news channels, i.e. Business news channels, English news channels, Hindi news channels and regional news channels, in the amalgamated entity would result in maximizing overall shareholder value and bring synergies in operations; e) The Scheme shall be beneficial to and in the best interest of the shareholders, creditors and employees of the Transferor and Transferee Company, public at large and all concerned.

5. The Petitioners have approved the said Scheme by passing respective Board Resolutions which are annexed to the Company Scheme Petitions.

6. The Learned Counsel appearing on behalf of the Petitioners states that the Petitions have been filed in consonance with the order passed in Company Scheme Application No. 132 of 2018 of the Hon'ble Tribunal.

7. The Learned Counsel appearing on behalf of the Petitioners states that the Petitioners have complied with all requirements as per directions of the Hon'ble Tribunal and they have filed necessary Affidavits of compliance with Hon'ble Tribunal. Moreover, Petitioners undertake to comply with all statutory

requirements, if any, as required under the Companies Act, 2013 and the Rules made there under. The said undertaking is accepted.

8. The Regional Director, Western Region, Mumbai has filed his Report dated July 12, 2018, stating therein that save and except as stated in paragraph IV of the said Report, it appears that the Scheme is not prejudicial to the interest of shareholders and public:-

(a) In addition to compliance of AS-14 (IND AS-103), the Petitioner Companies shall pass such accounting entries which are necessary in connection with the Scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8) etc.;

(b) (b)Part-A Definitions & Share Capital Clause - 1.6 of the scheme. "Effective Date" means the date on which the last of the orders, sanctions, approvals, consents, conditions, matters or filings referred to in Clause 22.2 of this Scheme is complied with or obtained or waived, as the case maybe. Any references in this Scheme to the "date of coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date. In this regard it is submitted that the "Effective Date" shall be as per provisions of section 232(6) of the Companies Act, 2013 and not as mentored in the above said clause of the Scheme.

(c) As regards Part-B, Clause 17 of the Scheme (Amendment to the Memorandum), and fee payable by the Transferee Company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013;

(d) ibn18 (Mauritius) Limited the 4th Transferor Company, is foreign company incorporated in Mauritius. the 4th transferor company is situated in Mauritius, the FEMA Regulations/ RBI Guidelines if any applicable is to be complied with by the transferee/ transferor company.

(e) ibn18 (Mauritius) Limited the 4th Transferor Company. Further, the Registered Office of all the above mentioned company is situated in Ebene Esplanade, 24 Cybercity, Ebene, Mauritius and does not fall within the jurisdiction of this Hon'ble Tribunal. Accordingly, similar approvals be obtained by the above said Transferor Company in accordance with the laws of Mauritius.

(f) That it is pertinent to mention that, Reserve Bank of India on 20.03.2018 notified the Foreign Exchange Management (Cross Border Merger) Regulations 2018 (Cross Border Merger Regulations) to regulate cross

border merger from an exchange control perspective. The Cross Border Merger Regulations clarify that cross border merger pending before the RBI for its approval as of 20th March 2018 will be governed by the Cross Border Merger Regulations.

The Present scheme appears to be governed by said Cross Border Merger Regulations. In terms of Mauritius Companies Act, 2001 only a company holding a category 2 global business license can merge with one or more companies incorporate under the laws of a jurisdiction other than Mauritius where the merger is permitted by the laws of such jurisdiction.

It is therefore not clear as to whether Transferor Company No. 4 has taken category 2 license or not.

9. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (a) of his report is concerned, Transferee Company through their Counsel undertakes that in addition to compliance of AS-14 (IND AS-103), the Transferee Company shall pass such Accounting entries which are necessary in connection with the Scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8) etc., to the extent applicable.

10. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (b) of his report are concerned, Petitioners through its Counsel submit that the Scheme shall become effective on the date when the certified copy of the Order is filed with the Registrar of the Companies and shall be deemed to be effective from the Appointed Date, i.e. April 1, 2016.

11. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (c) of his report is concerned, the Transferee Company through their Counsel undertakes that that Clause 17 of the Scheme (Amendment to the Memorandum), and fee payable by the Transferee Company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013.

12. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (d) of the report is concerned, the Petitioners through their Counsel submit that all the FEMA Regulations/ RBI Guidelines, if any applicable has been complied with by the Transferee/ Transferor Companies.

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13. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (e) the Transferee Company through its Counsel undertakes that the Fourth Transferor Company will obtain requisite approvals, if any, under the laws of Mauritius.

14. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (f) of his report is concerned, Petitioners through its Counsel submits the Fourth Transferor Company has obtained a Category 2 Global Business License and has filed an Affidavit dated August 23, 2018 bringing on record the same. ibn18 (Mauritius) Limited, the Fourth Transferor Company shall comply with all applicable laws of Mauritius to the extent applicable.

15. The observations made by the Regional Director have been explained by the Petitioners in Para 9 to 14 above. The clarifications and undertakings given by the Petitioners are accepted.

16. The Official Liquidator has filed his report dated August 16, 2018, whereby the Chartered Accountant appointed by this Hon'ble Tribunal made certain observations in relation to the First, Second and Third Transferor Company, in context of losses incurred by the said Transferor Companies, subject to certain observations. The Chartered Accountant has further observed that *"...in terms of Section 230-232 of the Act and that of Section 230(5) of the Act that the Scheme of Merger by Absorption of Equator Trading Enterprises Private Limited and Panorama Television Private Limited and RVT Media Private Limited by TV18 Broadcast Limited and their respective Shareholders and Creditors, will be in order."* The Counsel for the Petitioner submits that the said Transferor Companies by their letters each dated August 3, 2018, have given necessary clarification, which are also reproduced in the report filed by the Official Liquidator.

17. From the material on record, the Scheme appears to be fair, reasonable and is not violative to any provisions of law nor is contrary to public interest.

18. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition No. 2010 of 2018 are made absolute in terms of prayer clause (a) for the Transferee Company and prayer clause (b) for the First to Third Transferor Companies. The First to Third Petitioner/Transferor Companies shall stand dissolved without winding up and the Fourth Transferor Company shall be dissolved as per the applicable law of Mauritius.

19. Petitioners are directed to file a copy of this order along with a copy of the Scheme of Merger by Absorption with the concerned Registrar of Companies, electronically, along with e-Form INC-28, in addition to physical copy, within 30 days from the date of receipt of the order from the Registry.

20. The Transferee Company to lodge a copy of this order and the Scheme duly certified by the Assistant Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, within a period of 60 days from the date of receipt of the order.

21. Petitioners to pay costs of Rs. 25,000/- each to the Regional Director, Western Region, Mumbai. The First to Third Petitioner Companies to pay costs of Rs. 25,000/- each to the Official Liquidator, High Court, Bombay.

22. Costs to be paid within four weeks from the date of the receipt of the order.

23. All authorities concerned to act on a copy of this order along with the Scheme duly certified by the Assistant Registrar, National Company Law Tribunal, Mumbai Bench.

Certified True Copy
Date of Application 30.08.2018
Number of Pages 7
Fee Paid Rs. 35
Applicant called for collection copy on 26.10.2018
Copy prepared on 26.10.2018
Copy Issued on 26.10.2018
SD/-
Assistant Registrar
National Company Law Tribunal, Mumbai Bench

SD/-
V. Nallasenapathy
Member (T)

SD/-
Bhaskara Pantula Mohan
Member (J)

SCHEME OF MERGER BY ABSORPTION

OF

EQUATOR TRADING ENTERPRISES PRIVATE LIMITED ("FIRST TRANSFEROR COMPANY")

AND

PANORAMA TELEVISION PRIVATE LIMITED ("SECOND TRANSFEROR COMPANY")

AND

RVT MEDIA PRIVATE LIMITED ("THIRD TRANSFEROR COMPANY")

AND

IBN18 (MAURITIUS) LIMITED ("FOURTH TRANSFEROR COMPANY")

BY

TV18 BROADCAST LIMITED ("TRANSFEREE COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

Under Sections 230 to 232 read with 234 and other applicable provisions of the Companies Act 2013

PREAMBLE

This Scheme of Merger by Absorption (hereinafter referred to as "the Scheme") is presented under Sections 230 to 232 read with 234 and other applicable provisions of the Companies Act, 2013 ("the Act") for absorption of Equator Trading Enterprises Private Limited, Panorama Television Private Limited, RVT Media Private Limited and

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ibn18 (Mauritius) Limited by TV18 Broadcast Limited. This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

DESCRIPTION OF COMPANIES

- **Equator Trading Enterprises Private Limited** (hereinafter referred to as the "**First Transferor Company**"), is a private company limited by shares incorporated on January 7, 2008 under the Companies Act, 1956 and having its registered office at Unit No. 501, 5th Floor, Tower- I, One Indiabulls Centre, Jupiter Textile Mills, Elphinstone Road, Mumbai – 400 013, bearing CIN: U52390MH2008PTC177456 and PAN: AABCE8952B. The First Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid-up equity share capital of the First Transferor Company is held by the Transferee Company and its nominees. The First Transferor Company is engaged in the business of trading and is the holding company of the Second Transferor Company.

- **Panorama Television Private Limited** (hereinafter referred to as the "**Second Transferor Company**"), is a private company limited by shares incorporated on July 9, 1996 under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U64204MH1996PTC281176 and PAN: AAFCP9274K. The Second Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid-up equity share capital of the Second Transferor Company is held by the First Transferor Company and its nominees which is in turn wholly owned subsidiary of the Transferee Company. The Second Transferor Company is engaged in media business and it broadcasts general news channels in regional languages.

- **RVT Media Private Limited** (hereinafter referred to as the "**Third Transferor Company**"), is a private company limited by shares incorporated on August 31, 2007 under the Companies Act, 1956 and having its registered office at First Floor,

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Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U30007MH2007PTC274883 and PAN: AADCR7169K. The Third Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid up equity share capital of the Third Transferor Company is held by the Transferee Company and its nominees. The Third Transferor Company is engaged in business of broadcasting, telecasting, transmitting or distributing in any manner, any audio, video or other programmes or software, trading business and commercial services.

- **ibn18 (Mauritius) Limited** (hereinafter referred to as the "**Fourth Transferor Company**"), is a company incorporated under the Companies Act of Mauritius and having its registered office at Ebene Esplanade, 24 Cybercity, Ebene, Mauritius. The Fourth Transferor Company is a wholly owned subsidiary of the Transferee Company since entire paid up share capital of the Fourth Transferor Company is held by the Transferee Company and its nominees. The Fourth Transferor Company is a foreign company situated in Mauritius. The principal activity is providing consultancy services.

- **TV18 Broadcast Limited,** the Transferee Company, is a public company limited by shares incorporated on June 6, 2005 under the provisions of the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: L74300MH2005PLC281753 and PAN: AACCG3666M. The Transferee Company is listed on BSE Ltd. and National Stock Exchange of India Ltd. (collectively referred as the "**Stock Exchanges**"). Transferee Company is engaged in media business and it broadcasts general news channels in Hindi, English and other regional languages and business news channels in Hindi, English and Gujarati.

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RATIONALE FOR THE SCHEME

All the Transferor Companies are direct or indirect wholly-owned subsidiaries, of the Transferee Company. In order to consolidate and effectively manage the Transferor Companies and the Transferee Company in a single entity, which will provide several benefits including synergy, economies of scale, attain efficiencies and cost competitiveness, it is intended that the Transferor Companies be merged with the Transferee Company. The rationale for the Scheme of Merger by Absorption of the Transferor Companies by the Transferee Company would, *inter alia*, have the following benefits:

i. Rationalizing the group structure to ensure optimized legal entity structure, more aligned with the business by reducing the number of legal entities and reorganizing the legal entities in the group structure so as to obtain significant cost savings and / or simplification benefits; and
ii. Integrating news channels, i.e. Business news channels, English news channels, Hindi news channels and regional news channels, in the amalgamated entity which would result in maximizing overall shareholder value and bring synergies in operations.

In view of the aforesaid, the Board of Directors of the Transferee Company and the Transferor Companies have considered and proposed the Merger by absorption of the entire undertaking and business of the Transferor Companies by the Transferee Company. Accordingly, the Board of Directors of the Transferee Company and the Transferor Companies have formulated this Scheme for the transfer and vesting of the entire undertaking and business of the Transferor Companies into the Transferee Company pursuant to the provisions of Sections 230 to 232 read with 234 and other applicable provisions of the Act.

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PARTS OF THE SCHEME

The Scheme is divided into following parts:

- Part A – Deals with the Definitions , Share Capital and date of operation of the Scheme
- Part B – Deals with Merger by absorption of the Transferor Companies by the Transferee Company; and
- Part C – Deals with general terms and conditions applicable to the Scheme.

PART A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

1.1 **"Act" or "the Act"** means the Companies Act, 2013 and rules and regulations made thereunder, and includes any statutory re-enactment or amendments(s) thereto, from time to time and also includes any other relevant provisions of the Companies Act 1956 for the time being in force.

1.2 **"Appointed Date"** means the 1st day of April 2016.

1.3 **"Appropriate Authority"** means any governmental, statutory, regulatory, departmental or public body or authority of the Relevant Jurisdiction, including SEBI, Stock Exchanges, Registrar of Companies, Regional Director, Official Liquidator, Reserve Bank of India, Foreign Investment and Promotion Board of India, Company Law Board, National Company Law Tribunal and Courts of Mauritius and India in each case the Tribunal / Court in relation to India and relevant competent authorities in relation to Mauritius.

1.4 **"Board of Directors"** means Board of Directors of the Transferor Companies and the Transferee Company or any committee constituted by such Board of Directors for the purpose of this Scheme.

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1.5 **"Courts" or "the Courts" or "the Tribunal"** means the National Company Law Tribunal, Mumbai bench as applicable or such other forum or Appropriate Authority as may be vested with any of the powers to sanction the present Scheme under the Act.

1.6 **"Effective Date"** means the date on which the last of the orders, sanctions, approvals, consents, conditions, matters or filings referred to in Clause 22.2 of this Scheme is complied with or obtained or waived, as the case maybe. Any references in this Scheme to the "date of coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.

1.7 **"First Transferor Company" or "Equator"** means Equator Trading Enterprises Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Unit No. 501, 5th Floor, Tower- I, One Indiabulls Centre, Jupiter Textile Mills, Elphinstone Road, Mumbai- 400 013, Maharashtra, bearing CIN: U52390MH2008PTC177456.

1.8 **"Fourth Transferor Company" or "ibn18"** means ibn18 (Mauritius) Limited, a company incorporated in Mauritius and having its registered office at 5th Floor, Ebene Esplanade, 24 Cybercity, Ebene, Mauritius.

1.9 **"Indian Transferor Companies"** means and refers collectively to the First Transferor Company, the Second Transferor Company and the Third Transferor Company.

1.10 **"Law"** means any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, notice, order, decree, bye-law, Governmental Approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question in India and Mauritius, as the case may be.

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1.11 **"Mauritius Act"** means the Mauritius Companies Act, 2001 and other applicable laws and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force.

1.12 **"Mauritius Transferor Company"** means the Fourth Transferor Company.

1.13 **"Merger by absorption"** means the amalgamation of the Transferor Companies by the Transferee Companies in accordance with Section 2(1B) of the Income Tax Act, 1961, and the restructuring the contemplated by the Scheme in terms of Part II of the Scheme.

1.14 **"Transferor Companies"** means collectively Indian Transferor Companies and Mauritius Transferor Company.

1.15 **"Scheme"** means this Scheme of Merger by absorption, *inter alia,* for the absorption of the Transferor Companies by the Transferee Company in its present form, submitted to the Appropriate Authority for sanction or this Scheme with such modification(s), if any, made as per Clause 21 of this Scheme.

1.16 **"SEBI"** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.

1.17 **"Second Transferor Company" or "Panorama"** means Panorama Television Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U64204MH1996PTC281176.

1.18 **"Third Transferor Company" or "RVT Media"** means RVT Media Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U30007MH2007PTC274883.

1.19 **"Transferee Company" or "TV18"** means TV18 Broadcast Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat

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Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: L74300MH2005PLC281753.

1.20 **"Transferor Companies"** means collectively Indian Transferor Companies and Mauritius Transferor Company.

1.21 **"Undertaking"** means the whole of the undertaking of the Transferor Companies, as a going concern, including:

a) all their assets (including investments), properties (whether movable or immovable, tangible or intangible, personal, corporeal or incorporeal, present, future or contingent) including rights, if any, in licences, permits whether recorded in the books or not (hereinafter referred to as "the said **Assets**").

b) all secured (if any) and unsecured debts, outstanding, liabilities, contingent liabilities, duties and obligations (if any) of the Transferor Companies and all other obligations of whatsoever kind whether recorded in the books or not (hereinafter referred to as "the said **Liabilities**").

c) Without prejudice to the generality of sub-clauses (a) and (b) above, the Undertaking of the Transferor Companies shall include all their secured and unsecured debts, borrowings, liabilities including deferred tax liabilities (if any), duties and obligations and all the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible (including, but not limited to, trademarks, copyrights, trade names, brand names, corporate names, logos, goodwill, business methodologies, etc.), present or contingent, all fixed assets, current assets, deferred tax assets (if any), investments, reserves, provisions, funds, Demat accounts with the Depositories (if any), Banks, etc., all the licenses / permits, registrations including registrations obtained under local or central statutes and / or regulations made under such statutes, benefits of agreements, contracts and arrangements, including insurance contracts, deposits, reserves, provisions, advances, receivables, funds, cash, bank balances, accounts

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and all other rights,. claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies, as on the Appointed Date.

d) All agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions (including but not limited to direct and indirect tax concessions of any nature whatsoever), grants, rights, claims, leases, tenancy rights, liberties, and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Companies.

e) Entitlements held by the Transferor Companies or which may accrue or become due to it as on the Appointed Date or to which it may become so due or entitled to thereafter.

f) Amounts claimed by the Transferor Companies whether or not so recorded in their respective books of accounts from any Governmental Authority, under any Law, Act or Rule in force, as refund of any tax, duty, cess or of any excess payment.

g) Right to any claim made or not preferred by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any Law, Act or Rule or Scheme made by the Governmental Authority, and in respect of set-off, carry forward or un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, or any other or like benefits under the said Acts or under and in accordance with any Law or Act and tax credits (including but not limited to credits in respect of income-tax, tax on book profits, MAT credit, value added tax, sales tax, service tax, excise duty, goods and service tax, etc.).

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

2. In this Scheme, unless the context otherwise requires:

a) words denoting the singular shall include the plural and vice versa;

b) references in this Scheme to the date of "coming into effect of this Scheme" shall mean the Effective Date;

c) headings and bold typefaces are only for convenience and shall be ignored for the purpose of interpretation;

d) references to the word "include" or "including" shall be construed without limitation;

e) a reference to a clause, section or part is, unless indicated to the contrary, a reference to a clause, section or part of this Scheme;

f) unless otherwise defined, the reference to the word "days" shall mean calendar days;

g) reference to a document includes an amendment or supplement to, or replacement or novation of that document; and

h) word(s) and expression(s) elsewhere defined in the Scheme shall have the meaning(s) respectively ascribed to them.

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

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

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The Scheme set out here in its present form or with any modification(s) approved or imposed or directed by the Tribunal or in terms of this Scheme shall take effect from the Appointed Date but shall be operative from the Effective Date.

4. SHARE CAPITAL

4.1 The share capital structure of the First Transferor Company as on March 31, 2017, is as follows:

Particulars	**Amount(Rs.)**
Authorised Share Capital	
322,00,00,000 Equity Shares of Re. 1/- each	322,00,00,000
5,00,00,000 Preference Shares of Rs. 1/- each	5,00,00,000
Total	**327,00,00,000**
Issued, Subscribed and Paid-up Share Capital	
200,00,00,000 Equity Shares of Re. 1/- each	200,00,00,000
Total	**200,00,00,000**

There has been no change in the issued, subscribed and paid-up share capital of the First Transferor Company subsequent to March 31, 2017.

4.2 The share capital structure of the Second Transferor Company as on March 31, 2017, is as follows:

Particulars	**Amount(Rs.)**
Authorised Share Capital	
2,50,00,000 Equity Shares of Rs. 10/- each	25,00,00,000
Total	**25,00,00,000**
Issued, Subscribed and Paid-up Share Capital	

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2,49,59,608 Equity Shares of Rs. 10/- each	24,95,96,080
Total	**24,95,96,080**

There has been no change in the issued, subscribed and paid-up share capital of the Second Transferor Company subsequent to March 31, 2017.

4.3 The share capital structure of the Third Transferor Company as on March 31, 2017, is as follows:

Particulars	**Amount(Rs.)**
Authorised Share Capital	
1,00,000 Equity Shares of Rs. 10/- each	10,00,000
Total	**10,00,000**
Issued, Subscribed and Paid-up Share Capital	
96,615 Equity Shares of Rs. 10/- each	9,66,150
Total	**9,66,150**

There has been no change in the issued, subscribed and paid-up share capital of the Third Transferor Company subsequent to March 31, 2017.

4.4 The share capital structure of the Fourth Transferor Company as on March 31, 2017 is as follows:

Particulars	**Amount(USD)**
Issued, Subscribed and Paid-up Share Capital	
5,62,50,000 Equity Shares of USD 1/- each	5,62,50,000
Total	**5,62,50,000**

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There has been no change in the issued, subscribed and paid-up share capital of the Fourth Transferor Company subsequent to March 31, 2017.

4.5 The share capital structure of the Transferee Company as on March 31, 2017, is as follows:

Particulars	**Amount (Rs)**
Authorised Share Capital	
500,00,00,000 Equity Shares of Rs. 2/- each	1000,00,00,000
Total	**1000,00,00,000**
Issued Share Capital	
171,44,09,196 Equity Shares of Rs. 2/- each	342,88,18,392
Subscribed Share Capital	
171,43,60,160 Equity Shares of Rs. 2/- each	342,87,20,320
Paid-up Share Capital	
171,43,60,160 Equity Shares of Rs. 2/- each	342,87,20,320
Add: 49,036 Forfeited Equity Shares	24,518
Total	**342,87,44,838**

There has been no change in the issued, subscribed and paid-up share capital of the Transferee Company subsequent to March 31, 2017.

PART B

MERGER BY ABSORPTION OF THE TRANSFEROR COMPANIES BY THE TRANSFEREE COMPANY

5. MERGER BY ABSORPTION OF THE TRANSFEROR COMPANIES

Generally

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5.1 Upon coming into effect of the Scheme and with effect from the Appointed Date, the whole of the Undertakings of all the Transferor Companies shall, pursuant to the sanction of this Scheme and pursuant to the applicable provisions of the Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, each as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, on and from the Appointed Date, the Undertakings of the Transferee Company by virtue of and in the manner provided in this Scheme.

Transfer of Assets and liabilities

Without prejudice to the generality of Clause 5.1 above, on the coming into effect of this Scheme and with effect from the Appointed Date:

5.2 In respect of such of the assets and Undertaking of the Transferor Companies as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, wherever located, the same may be so transferred by the Transferor Companies and shall become the property of the Transferee Company.

5.3 In respect of such of the assets and Undertaking belonging to the Transferor Companies other than those referred to in sub-clause 5.2 above, the same shall (as more particularly provided in sub-clause 5.1 above) without any further act, instrument or deed, stand transferred to and vested in the Transferee Company and / or be deemed to be transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 232 of the Act.

5.4 All assets (including investments), estates, rights, title, interest and authorities acquired by the Transferor Companies after the Appointed Date and prior to the Effective Date for operation of the Transferor Companies shall also stand transferred to and vested in the Transferee Company upon the Scheme coming into effect.

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5.5 Upon the Scheme coming into effect and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Companies, to which the Transferor Companies are parties or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto.

5.6 Without prejudice to the other provisions of the Scheme and notwithstanding the fact that vesting of the Transferor Companies occurs by virtue of Part B of this Scheme itself, the Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Companies are parties or any writings as may be necessary to be executed. The Transferee Company shall, under the provisions of Part B of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

5.7 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the Scheme coming into effect, all insurance claims and policies, consents, permissions, licenses, approvals, certificates, clearances, authorities given by, issued to or executed in favour of the Transferor Companies and all approvals, intellectual property and all other interests relating to the Transferor Companies, be transferred to and vested in the Transferee Company as if the same were originally given by, issued to or executed in favour

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of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company.

5.8 With effect from the Appointed Date the said Liabilities, if any, and any accretions and additions or decretion thereto after the Appointed Date shall also stand transferred to or deemed to be transferred to without any further act or instrument or deed to the Transferee Company and further it shall not be necessary to obtain the consent of any third party or other person who is party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.

5.9 Upon this Scheme coming into effect, any loan or other obligation due between the Transferor Companies and the Transferee Company, if any (arising out of any arrangement, including, but not limited to the issuance of convertible securities by any of the Transferor Companies to another or by any of the Transferor Companies to the Transferee Company), shall stand discharged, the said loan, obligation or convertible securities shall be correspondingly extinguished, and there shall be no liability in that behalf with effect from the Appointed Date.

5.10 Where any of the liabilities and obligations of the Transferor Companies as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Companies after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Transferee Company and shall

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become the liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

5.11 It is clarified that the Scheme shall not in any manner affect the rights and interests of the creditors of the Transferor Companies or be deemed to be prejudicial to their interests.

6. PROCEDURE RELATING TO THE MAURITIUS TRANSFEROR COMPANY UNDER THE LAWS OF MAURITIUS

6.1 The Mauritius Transferor Company is incorporated under the Mauritius Companies Act as a Category 1 Global Business Licensed company in Mauritius pursuant to the Financial Services Act, 2007 as amended need to be converted to a Category 2 Global Business Licensed company.

6.2 In terms of Mauritius law, a company holding a Category 2 Global Business License can amalgamate with one or more companies incorporated under the laws of a jurisdiction other than that of Mauritius where the merger is permitted by the laws of such jurisdiction. Accordingly, Mauritius Transferor Company would be converted into a Category 2 Global Business License company.

6.3 The Board of Directors of the Mauritius Transferor Company has passed a resolution on 16th January, 2017 approving the Scheme.

6.4 In terms of paragraph 4(2)(a) of part II of the fourteenth schedule to the Mauritius Companies Act, the Mauritius Transferor Company is required to comply with the laws of Mauritius and the Transferee Company will have to comply with the laws of India regarding the Merger by absorption of the Mauritius Transferor Company by the Transferee Company.

6.5 In terms of paragraph 4(2)(b) of part II of the fourteenth schedule to the Mauritius Companies Act, the Transferee Company, being incorporated under the

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laws of a jurisdiction other than that of Mauritius, must submit the following to the Registrar of Companies in Mauritius ("ROC Mauritius") in relation to the merger of the Mauritius Transferor Company with the Transferee Company:

a) An agreement that a service of process may be effected on it in Mauritius in respect of proceedings for the enforcement of any claim, debt, liability or obligation, if any, of a constituent company (being the Mauritius Transferor Company) incorporated under the Mauritius Companies Act or in respect of proceedings for the enforcement of the rights of a dissenting member of a constituent company incorporated under the Mauritius Companies Act against the surviving company being the Transferee Company.

b) An irrevocable appointment of the registrar of the Mauritius Transferor Company as its agent to accept service of process in proceedings referred to in sub-clause (a) above.

c) An agreement that the Transferee Company shall promptly pay to the dissenting members, if any, of the Mauritius Transferor Company incorporated under the Mauritius Companies Act, the amount, if any, to which they are entitled under the Mauritius Companies Act, with respect to the rights of dissenting members. There is no dissenting member since the Scheme has been approved by the sole shareholder of the Mauritius Transferor Company and therefore this provision does not apply; and

d) A certificate of merger or consolidation issued by the appropriate authority of the foreign jurisdiction (i.e. order passed by the Tribunal approving the Scheme) where it is incorporated.

6.6 Based on the above and given that there is no dissenting member of the Mauritius Transferor Company incorporated under the Mauritius Companies Act,

the Transferee Company will confirm in writing to the ROC Mauritius that (a) there is no such dissenting member; and (b) the Transferee Company shall irrevocably appoint the administrator (process agent) of the Mauritius Transferor Company on behalf of the Transferee Company to accept service of process in respect of proceedings for enforcement of any claim, debt, liability or obligation of the Mauritius Transferor Company, if any.

6.7 In terms of paragraph 4(3) of part II of the fourteenth schedule to the Mauritius Companies Act, where the surviving company being the Transferee Company which is incorporated under the laws of a jurisdiction other than that of Mauritius, the effect of the merger shall be the same as in the case of merger under part XVI of the Mauritius Companies Act except in so far as the laws of the other jurisdiction, i.e. the laws of India, otherwise provide.

6.8 In terms of paragraph 4(4) of part II of the fourteenth schedule to the Mauritius Companies Act, since the Transferee Company is incorporated under the laws of a jurisdiction other than that of Mauritius, the Merger by absorption of the Mauritius Transferor Company will be effective as provided for by the laws of the other jurisdiction which is of the Transferee Company, i.e. the laws of India.

6.9 The Mauritius Transferor Company shall be required to file certain documents including those set out in paragraph 4(2)(b) of part II of the fourteenth schedule to the Mauritius Companies Act with the ROC Mauritius along with this Scheme and the corporate resolution of the Transferee Company or relevant extract thereof. The Mauritius Transferor Company will be struck off in the register maintained by the ROC Mauritius effective the date of the merger under the laws of India without the need for winding up.

6.10 On the Scheme becoming effective, the Mauritius Transferor Company will be struck off in the register maintained by the ROC Mauritius and shall stand dissolved without any further act, deed or without being wound up.

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7. COMPLIANCE WITH TAX LAWS

7.1 This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961 (the "IT Act") and other relevant provisions of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section of the IT Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act and other relevant provisions of the IT Act.

7.2 On or after the Effective Date, the Transferee Company is expressly permitted to revise, its financial statements and returns along with prescribed forms, filings and annexures under the IT Act (including for the purpose of re-computing minimum alternative tax, and claiming other tax benefits), service tax law, VAT law, goods and service tax law and other tax laws, and to claim refunds and / or credits for taxes paid (including tax on book profits, MAT credit and foreign tax credit), and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme notwithstanding that the period of filing / revising such returns / forms may have lapsed and period to claim refund / credit also elapsed upon this Scheme becoming effective.

7.3 All tax assessment proceedings / appeals (including application and proceedings in relation to advance ruling) of whatsoever nature by or against the Transferor Companies pending and / or arising at the Appointed Date and relating to the Transferor Companies shall be continued and / or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee

Company in the same manner and to the same extent as it would or might have been continued and enforced by or against the Transferor Companies.

7.4 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the Merger by absorption of the Transferor Companies by the Transferee Company or anything contained in the Scheme.

7.5 Any tax liabilities including but not limited to liabilities under the IT Act, foreign tax credit, Tax Treaties, Customs Act 1962, Service Tax laws, VAT laws, Goods and Service Tax laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation / duties / levies account including advance tax and tax deducted at source as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

7.6 Any refund including but not limited to refund under the IT Act, foreign taxes, Customs Act 1962, Service Tax laws, VAT laws, Goods and Service Tax laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the business of the Transferor Companies due to the Transferor Companies consequent to the assessment made on the Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

7.7 All taxes including income-tax, minimum alternate tax, foreign taxes, custom duty, service tax, goods and service tax, etc. paid or payable by the Transferor Companies in respect of their operations and / or the profits of the business

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before the Appointed Date, shall be on account of the Transferor Companies and, in so far as it relates to the tax payment (including, without limitation, income-tax, minimum alternate tax, custom duty, service tax, goods and service tax, etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of their profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by the Transferor Companies / Transferee Company on payables to the Transferee Company / Transferor Companies on account of inter-se transactions which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

7.8 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Companies including but not limited to obligation under the IT Act, Wealth-tax Act, 1957, service tax laws, customs law, goods and service tax law or other applicable laws / regulations dealing with taxes / duties / levies shall be made or deemed to have been made and duly complied with by the Transferee Company.

7.9 Without prejudice to the generality of the above, all benefits, incentives, losses, Credit for tax including on book profits, accumulated losses, credits (including, without limitation income tax, excise duty, service tax, applicable state value added tax, cenvat credit, goods and service tax credit, etc.) to which the Transferor Companies are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company on and after the Appointed Date, even if such credits have not been availed off in the books as on the date of transfer. Also the Transferee Company will be entitled to avail Cenvat Credit / Goods and Service Tax Credit after the Appointed Date in respect of all duties / taxes where the documents are in the name of the Indian Transferor Companies.

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Further, licenses issued to the Indian Transferor Companies by any regulatory authorities including DGFT license, if any, and all benefits and tax credits, if any, associated with it shall stand transferred to the Transferee Company upon the Scheme becoming effective.

8. LEGAL PROCEEDINGS

On and from the Appointed Date, all suits, actions and legal proceedings, if any, instituted and / or pending and / or arising by or against any of the Transferor Companies shall be continued and / or enforced until the Effective Date as directed by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted and / or were pending and / or arising by or against the Transferee Company.

9. CONTRACTS, DEEDS, ETC.

9.1 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, including contracts for tenancies and licenses, deeds, bonds, agreements, incentives, benefits, exemptions, entitlements, arrangements and other instruments of whatsoever nature in relation to the Transferor Companies to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto.

9.2 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law

or otherwise, execute deeds, confirmations or other writings, confirmations or novations or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions.

10. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

a) The Transferor Companies shall stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and shall take strategic decisions for and on account of, and in trust for the benefit of the Transferee Company.

b) All income, profits, costs, charges, expenses and taxes accruing to the Transferor Companies or losses arising or incurred by it (including the effect of taxes if any thereon), relating to the Transferor Companies shall for all purposes, be treated as the income, profits, costs, charges, expenses and taxes or losses, as the case may be, of the Transferee Company.

c) The existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances") or those, if any, created by the Transferor Companies after the Appointed Date, in terms of this Scheme, over the said Assets comprised in the Transferor Companies or any part thereof transferred to the Transferee Company by virtue of this Scheme, shall, after the Effective Date, continue to relate and attach to such said Assets or any part thereof to which they relate or attach to prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company.

10.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Companies.

11. EMPLOYEES

11.1 On the coming into effect of this Scheme, all permanent employees, if any, of the Transferor Companies who are in employment of the Transferor Companies, as on the Effective Date, shall become the employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on the same terms and conditions as to employment and remuneration on which they are engaged or employed by the Transferor Companies. It is clarified that the employees of the Transferor Companies who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement / settlement, if any, entered into by any of the Transferor Companies with any union / employee. After the Effective Date, the Transferee Company shall be entitled to vary the terms and conditions as to employment and remuneration of the said employees or any of them on the same basis as it may do for the employees of the Transferee Company.

11.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the employees of the Transferor Companies shall become funds / trusts of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds / trusts in

relation to the obligation to make contributions to the said funds / trusts in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such funds / trusts shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continuous for the purpose of the said funds / trusts.

12. SAVING OF CONCLUDED TRANSACTIONS

The Merger by absorption of the Transferor Companies pursuant to this Scheme shall not affect any transaction or proceedings already concluded or liabilities incurred, or any liabilities discharged by the Transferor Companies, on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company shall accept and adopt all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

13. INTER-SE TRANSACTIONS

Without prejudice to Clauses 5 and 12, with effect from the Appointed date, all inter-party transactions inter-se the Transferor Companies and between any of the Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date or from the transaction date whichever is later and on the coming into effect of this Scheme, the same shall stand cancelled without any further act, instrument or deed.

14. CONSIDERATION

14.1 All the Transferor Companies are direct or indirect wholly owned subsidiaries of the Transferee Company and the entire paid-up share capital (i.e. equity shares and preference shares) of the Transferor Companies is held by the Transferee

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Company, directly or indirectly. Further, convertible securities issued by the Transferor Companies is held by the Transferee Company, directly or indirectly.

14.2 On the Scheme coming into effect, the entire issued, subscribed and paid-up share capital (equity shares and preference shares) and convertible securities of all the Transferor Companies shall, ipso facto, without any further application, act, deed or instrument stand extinguished and cancelled and no new shares of the Transferee Company will be issued or allotted with respect to the shares and other convertible securities held in the Transferor Companies.

14.3 The share certificates and certificate for convertible securities issued by each of the Transferor Companies in relation to their respective shares and convertible securities shall, without any further application, act, instrument or deed, be deemed to be and stand automatically cancelled as on the Effective Date. In relation to shares and convertible securities of any of the Transferor Companies which are held in dematerialized form, the Transferee Company shall execute and take all necessary steps, actions, matters or things and make all necessary filings, as required to give effect to the cancellation.

15. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

15.1 Upon the coming into effect of this Scheme the Transferee Company shall account for the amalgamation in its books as per the applicable accounting principles prescribed under Indian Accounting Standard (Ind AS) 103 and / or any other applicable Ind AS, as the case may be.

15.2 The Transferee Company shall upon the Scheme coming into effect, record the assets and liabilities, if any, of the Transferor Companies vested in it pursuant to this Scheme, at the respective book values thereof and in the same form as appearing in the books of the Transferor Companies.

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

15.4 Pursuant to the amalgamation of the Transferor Companies with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Companies, if any appearing in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf.

15.5 The value of investments held by the Transferee Company in the Transferor Companies shall stand cancelled pursuant to amalgamation.

15.6 The difference between the share capital of the Transferor Companies and the book value of the investments cancelled in terms of Clause 15.5 and adjustment pursuant to inter-company balances as per Clause 15.4, if any, of the Scheme shall be adjusted in the Capital Reserve in the books of the Transferee Company.

15.7 In case of any difference in accounting policy between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference shall be quantified and adjusted in the books of the Transferee Company.

15.8 In addition, the Transferee Company shall pass such accounting entries, as may be necessary, in connection with the Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.

16. DIVIDEND

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

16.2 The holders of the shares of the Transferor Companies and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends from the Transferor Companies and the Transferee Company, as the case may be, till the Effective Date.

16.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Companies and / or the Transferee Company to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Companies and the Transferee Company, and subject to the approval of the shareholders of the Transferor Companies and the Transferee Company respectively.

17. AMENDMENT TO THE MEMORANDUM OF ASSOCIATION

17.1 Upon the Scheme becoming effective, the Authorised Share Capital of the Indian Transferor Companies shall stand transferred, credited and merged with that of the Transferee Company without payment of additional fees and stamp duty as the said fees and stamp duty have already been paid by the Indian Transferor Companies and the Authorised Share Capital of the Transferee Company will be increased to that effect by just filing requisite forms and no separate procedure shall be followed under the Act. Consequently, the Memorandum of Association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 61 and other applicable provisions of the Act as follows:

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"The Authorised Equity Share Capital of the Company is Rs. 1352,10,00,000/- (Rupees One Thousand Three Hundred Fifty-two Crores and Ten Lakhs only) divided into 676,05,00,000 (Six Hundred Seventy-six Crores and Five Lakhs only) equity shares of face value of Rs. 2/- (Rupees Two only) each."

17.2 It is clarified that for the purpose of amendment in its Authorised Share Capital, the Transferee Company shall not be required to pass any resolutions pursuant to Sections 13, 61 and other applicable provisions, if any, of the Companies Act, 2013 and consent of the shareholders to this Scheme shall be deemed to be sufficient for this purpose. For the sake of clarity, it shall also be deemed that the members of the Transferee Company have accorded their consent as required under the Act for the purpose of amendment in its Authorised Share Capital.

18. WINDING-UP OF THE INDIAN TRANSFEROR COMPANIES

On the Scheme becoming effective, the Indian Transferor Companies shall stand dissolved without being wound up and without any further acts by any party.

19. WINDING-UP OF THE MAURITIUS TRANSFEROR COMPANIES

On the Scheme becoming effective, the Mauritius Transferor Companies will be struck off the register maintained by the Registrar of Companies Mauritius and shall stand dissolved without any further act or deed or without being wound up.

PART C
GENERAL TERMS AND CONDITIONS

20. APPLICATION TO THE TRIBUNAL

The Transferor Companies and the Transferee Company, with all reasonable dispatch, shall make necessary applications / petitions before the Tribunal and the Appropriate Authorities in Mauritius, as applicable, for the sanction of this Scheme under Sections 230 to 234 and other applicable provisions of the Act and under the provisions of the Mauritius Act.

21. MODIFICATIONS / AMENDMENTS TO THE SCHEME

The Transferee Company and the Transferor Companies through their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, may make and / or consent to any modifications / amendments to this Scheme or to any conditions or limitations that the Tribunal or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them or the Board, including the withdrawal of this Scheme or part thereof. The Board of Directors of the Transferee Company shall take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, including interpretation of the Scheme, whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter concerned or connected therewith. The power of the Board to modify / amend the Scheme shall be subject to the approval of the Tribunal.

22. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

22.1 The Scheme is conditional upon and subject to:

a) The requisite consent, approval or permission of the Central Government or any other Appropriate Authorities, which by law or regulations or otherwise may be necessary for the implementation of this Scheme;

b) The approval by the requisite majority of the shareholders and / or creditors (as may be required and / or to the extent not dispensed with by the Appropriate Authorities) of the Transferor Companies and the Transferee Company, as required under applicable Laws;

c) The requisite sanction or approval of the Appropriate Authorities from India and Mauritius being obtained and / or granted in relation to any of the matters in respect of which such sanction or approval is required;

d) Sanctions and Orders under the applicable provisions of the Act / Laws being obtained by the Transferee Company and the Transferor Companies from the Appropriate Authorities;

e) Certified copies of the orders of the Appropriate Authorities, sanctioning the Scheme being filed with the Registrar of Companies, Mumbai at Maharashtra by the Transferee Company and the Indian Transferor Companies;

f) Compliance by the Mauritius Transferor Companies of all the necessary and applicable provisions of its applicable Laws (including without limitation, all necessary filings to be made under applicable Laws of Mauritius);

g) The Transferee Company entering into agreements under Section 4(2)(b) of Part II of the fourteenth schedule to the Mauritius Companies Act and appointing International Proximity as its agent to accept service of process, and the Registrar of Companies Mauritius accepting the order passed by the Tribunal as sufficient evidence of the Scheme being sanctioned and consequently striking off the Mauritius Transferor Companies in its record.

22.2 This Scheme although to come into effect from the Appointed Date but shall not become effective until the last of the following dates, namely:

a) That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 22.1 shall be obtained or passed; or

b) That on which all necessary certified / authenticated copies of orders under Section 230 to 234 and other applicable provisions of the Act, shall be duly filed with the Registrar of Companies, Mumbai at Maharashtra by the Transferee Company and the Indian Transferor Companies.

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

23. EFFECT OF NON-RECEIPT OF APPROVALS

23.1 In the event of any of the said sanctions and approvals referred to in Clause 22 above not being obtained (unless otherwise released by the Board of Directors) and / or the Scheme not being sanctioned by the Tribunal or such other competent authority as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

23.2 The Board of Directors of the Transferor Companies and the Transferee Company shall be entitled to withdraw this Scheme prior to the Effective Date.

23.3 The Board of Directors of the Transferor Companies and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme with effect from the Appointed Date could have adverse implications on the combined entity post Merger by absorption.

23.4 If any part of this Scheme hereof is invalid, ruled illegal by any Tribunal of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Companies and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the Transferor Companies and / or the Transferee Company, then in such case the Transferor Companies and / or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

preserve for the Transferor Companies and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part.

24. COSTS

All costs, charges, levies and expenses of the Transferor Companies and the Transferee Company respectively in relation to or in connection with or incidental to this Scheme or the implementation thereof shall be borne and paid for by the Transferee Company, unless otherwise determined by the Boards of Directors of the Transferor Companies and the Transferee Company.

TV18 Broadcast Limited

Certified True Copy
Date of Application 30.08.2018
Number of Pages 34
Fee Paid Rs. 170
Applicant called for collection copy on 26.10.2018
Copy prepared on 26.10.2018
Copy issued on 26.10.2018

Assistant Registrar
National Company Law Tribunal, Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
BENCH AT MUMBAI

C.P. (C.A.A) 2010/ MB/ 2018
IN
COMPANY SCHEME APPLICATION NO. 132 OF 2018

In the matter of the Companies Act, 2013;
AND
In the matter of Sections 230 to 232 read with 234 along with other relevant provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;
AND
In the matter of Scheme of Merger by Absorption of Equator Trading Enterprises Private Limited ("**First Transferor Company**") having CIN U52390MH2008PTC177456 and Panorama Television Private Limited ("**Second Transferor Company**") having CIN U64204MH1996PTC281176 and RVT Media Private Limited ("**Third Transferor Company**") having CIN U30007MH2007PTC274883 and ibn18 (Mauritius) Limited ("**Fourth Transferor Company**") With TV18 Broadcast Limited ("**Transferee Company)** having CIN L74300MH2005PLC281753 and their respective Shareholders and Creditors.

Equator Trading Enterprises Private Limited

....First Petitioner Company /
First Transferor Company

Panorama Television Private Limited

....Second Petitioner Company/
Second Transferor Company

RVT Media Private Limited

....Third Petitioner Company/
Third Transferor Company

TV18 Broadcast Limited

...Fourth Petitioner Company/
Fourth Transferee Company

CERTIFIED COPY OF THE MINUTES OF ORDER DATED 30TH DAY OF AUGUST, 2018 AND THE SCHEME ANNEXED TO THE PETITION

Dated ___ day of September, 2018

Krishnamurthy & Co., Advocates
Advocates of the Petitioner
3rd floor, Piramal Tower,
Peninsula Corporate Park,
Ganpatrao Kadam Marg,
Lower Parel, Mumbai – 400 013.

****
****

Memorandum

&

Articles of Association

****
****

Network18 Media & Investments Limited

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High Court Orders Sanctioning Schemes of Arrangements

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(iii) Arrangement between Network18 Fincap Private Limited (now known as Netwokr18 Media & Investments Limited), Television Eighteen India Limited , SGA News Limited and their respective shareholders and creditors.....

CERTIFICATES

सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: L65910MH1996PLC280969

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certificate of Registration of Regional Director order for Change of State

M/s NETWORK18 MEDIA & INVESTMENTS LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Delhi to the Maharashtra and such alteration having been confirmed by an order of Regional Director bearing the date 26/02/2016.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Mumbai this Twelfth day of May Two thousand sixteen.

Ministry of Corporate Affairs - Govt of India

SATYA PARKASH KUMAR

Registrar of Companies (STS)

Registrar of Companies

RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

NETWORK18 MEDIA & INVESTMENTS LIMITED

First Floor, Empire Complex,, 414- Senapati Bapat Marg, Lower Parel, Mumbai, Mumbai City, Maharashtra, India, 400013

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय

कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U65910DL1996PLC076419

मैसर्स NETWORK 18 FINCAP LIMITED

के मामले मे, मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स
NETWORK 18 FINCAP LIMITED

जो मूल रुप में दिनांक सोलह फरवरी उन्नीस सौ छियानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अतंर्गत मैसर्स
NETWORK 18 FINCAP PRIVATE LIMITED

के रुप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रुप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं.सा.का.नि 507 (अ) दिनांक 24.6.1985 एस.आर.एन A25901687 दिनांक 01/12/2007 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रुप में मैसर्स
Network18 Media & Investments Limited

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा दिल्ली में आज दिनांक एक दिसम्बर दो हजार सात को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U65910DL1996PLC076419

In the matter of M/s NETWORK 18 FINCAP LIMITED

I hereby certify that NETWORK 18 FINCAP LIMITED which was originally incorporated on Sixteenth day of February Nineteen Hundred Ninety Six under the Companies Act, 1956 (No. 1 of 1956) as NETWORK 18 FINCAP PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A25901687 dated 01/12/2007 the name of the said company is this day changed to Network18 Media & Investments Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Delhi this First day of December Two Thousand Seven.

(T P SHAMI)

कम्पनी रजिस्ट्रार / Registrar of Companies
राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा
National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

Network18 Media & Investments Limited
601, 6TH FLOOR, COMMERCIAL TOWER, RAISINA ROAD, HOTEL LE- MERIDIEN,
NEW DELHI - 110001,
Delhi, INDIA

GOVERNMENT OF INDIA

MINISTRY OF COMPANY AFFAIRS

National Capital Territory of Delhi and
Haryana

B-block Paryavaran Bhawan, CGO Complex, Lodhi Road, , New Delhi - 110003, Delhi, INDIA

Corporate Identity Number : **U65910DL1996PLC076419**

Fresh Certificate of Incorporation Consequent upon Change of Name on Conversion to Public Limited Company

IN THE MATTER OF M/s NETWORK 18 FINCAP PRIVATE LIMITED

I hereby certify that NETWORK 18 FINCAP PRIVATE LIMITED which was originally incorporated on SIXTEENTH day of FEBRUARY NINETEEN NINETY SIX under the Companies Act, 1956 (No. 1 of 1956) as NETWORK 18 FINCAP PRIVATE LIMITED having duly passed the necessary resolution on 20/10/2006 in terms of Section 31/ 21 read with Section 44 of the Companies Act, 1956; the name of the said company is this day changed to NETWORK 18 FINCAP LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Delhi this NINTH day of NOVEMBER TWO THOUSAND SIX.

(BAGRI MANOJ KUMAR)

Registrar of Companies
National Capital Territory of Delhi and
Haryana

CIN U65910DL1996PTC76419

COMPANY NO. 76419

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT UPON CHANGE OF NAME

In the office of the Registrar of Companies, NCT of Delhi & Haryana
[Under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF M/s SGA FINANCE & MANAGEMENT SERVICES PVT LTD

I hereby certify that SGA FINANCE & MANAGEMENT SERVICES PVT LTD which was originally incorporated on Sixteenth February Nineteen Hundred and ninety six under the Companies Act,1956(Act 1 of 1956) under the name SGA FINANCE & MANAGEMENT SERVICES PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Cos. Act 1956 read with Government of India , Department of Company Affairs , Notification No GSR 507(E) dt 24/06/1985, New Delhi vide letter No. ROC/Approval/21/55- 76419/1272 dated 12/04/2006 the name of the said company is this day changed to

Network 18 Fincap Private Limited

and this Certificate is issued pursuant to Section 23(I) of the said Act.

Given under my hand at New Delhi this Twelfth April Two Thousand and Six.

(Dr. Navrang Saini)
REGISTRAR OF COMPANIES,
N.C.T. OF DELHI AND HARYANA

कम्पनी रजिस्ट्रार ★ Registrar of Companies ★ NCT of Delhi & Haryana ★ दिल्ली एवं हरियाणा

Form 1

CERTIFICATE OF INCORPORATION

No. 55-76419 of 1995-96

I hereby certify that...SGA FINANCE & MANAGEMENT SERVICES PRIVATE LIMITED..... is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at...NEW DELHI... this...SIXTEENTH..... day of...FEBRUARY.....One Thousand Nine Hundred and..... NINETY SIX.....

Sd/-
(A. W. ANSARI)
ADDL. REGISTRAR OF COMPANIES
N.C.T. OF DELHI & HARYANA

MEMORANDUM OF ASSOCIATION

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

NETWORK18 MEDIA & INVESTMENTS LIMITED

I. The Name of the Company is *Network18 Media & Investments Limited.

II. The Registered Office of the Company will be situated in the State of Maharashtra, i.e.within the jurisdiction of the Registrar of Companies, Maharashtra at Mumbai.
(refer to Note 1 below)

III. The objects for which the Company is established are: -

(A) **THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE: -**

1. To carry on business as shares and stock brokers, underwriters, sub-underwriters, agents and broking for taking hold, dealing in, converting stocks, shares and securities of all kinds, brokers for units of Unit Trust of India, brokers for debentures, bonds, Government securities, National Savings certificates, small savings scheme and generally for securities of all kinds and to carry on the business in India or abroad.
2. To carry on the business of merchant banking in all its aspects, to act as managers to issue and offers, whether by way of public offer or otherwise of shares, stocks, debentures, bonds, units, participation certificates, deposit certificates, notes, bills, warrants or any other instrument whether or not transferable or negotiable, commercial or other paper or scrips (hereinafter collectively referred to as the "securities"), to act as agents of and or dealers in the securities in the course of merchant banking business, to act as discount house for any of the securities, to act as financial consultants, advisers and counselors in investment and capital markets, to underwrite, sub underwrite or to provide stand-by or procurement arrangements, to issue guarantees or to give any other commitments for subscribing or agreeing to subscribe or procure agree to procure subscription for the securities to manage portfolio investments, to provide financial and investment assistance for the purposes herein, to act as an issue house, registrars to issue, transfer agents, for the securities, to manage and administer computer centers and clearing houses for the securities to form syndicates of consortia of managers, agents and purchasers for or of any of the securities, to act as brokers inter mediators of money market dealers, and agents of or in connection with the securities.
3. To manage the funds of investors by investment in various avenues and to provide a complete range of personal financial services like investment planning, estate planning, tax planning, portfolio management consultancy / Counselling service.
4. To carry on the business of investment in all its aspects and branches, and for that purpose to subscribe, take, purchase, or acquire by original subscription, contract, tender, purchase, exchange, underwriter, participate in syndicates or otherwise and whether or not fully paid up, and to subscribe for the same, subject to such terms and conditions, as may be thought fit and to hold, issue, reissue, sell, pledge, deal or otherwise dispose of shares (whether fully paid or partly paid) stock, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any Government, sovereign ruler, commissioners, public body or authorities, whether supreme, depodent, municipal, local or otherwise in any part of the world and to underwrite shares, debentures, debenture stock, bonds, notes and other obligation and to mange investment pools, syndicates in shares, stocks and securities.

Note 1: The members of the Company approved shifting of Registered Office from the National Capital Territory of Delhi to the State of Maharashtra and consequent amendment in Memorandum of Association of the Company vide its Postal Ballot resolution passed on September 28, 2015. Approved by the Central Government Regional Director (Northern Region) vide its order dated 26.02.2016).

5. To carry on the business of custodian, depository, bill discounting, project appraisal, foreign exchange broker, spot delivery counter, capital market research, printing and publication of financial newspaper / periodicals and research report and papers.

*5A To carry on the business in India and abroad as Professional Conference Organizers (PCO), to conduct business of conferences, Exhibitions, Seminars and conventions for self and other(s) and to provide support services for organizing the said business and to acquire, purchase, sale, import or export, let on hire, install for that purposes various things, equipments and systems, viz., Exhibitions display panels & board, Audio-Visual systems, conference kits, guides, Transport and traveling equipments & vehicles or any other device or systems to execute the said business.

*5B To carry on the business of consultancy as professional exhibitions and conference organizers both in India and abroad.

*5C To organize any Event or to manage any type of event in India or abroad for self or for others and to provide all kinds of services for the facilitation of such Event.

*5D To prepare, develop, design and manufacture novelties and advertising material for business of advertisers and to purchase, take on lease, hire, give or otherwise acquire convention centres, halls, Exhibition sites, equipments & materials of all types in connection with the business of the company as referred to in sub-cluase (5A) to (5C) above.

*5E To undertake travel, transport, designing or printing in connection with the business of the company as referred to in sub clause (5A) to (5C) above.

*5F To organize stage shows, cultural programmes dancing floors, film shows, and other entertainment activities.

**5G To undertake and carry on directly or through setting up a joint venture, universally the business of facilitating, managing, producing, directing, creating, publishing, exhibiting, buying, selling, hiring, renting, assigning, licensing, telecasting, importing, exporting, acquiring space on a satellite, transponder and dealing with all kinds of intellectual property rights, content, program and software of all types and kinds and on various formats, including but not limited to audio content, video content, mobile content, internet content, gaming content, movies, clips, commercials, films, in film placement, video films, serials, sponsored programmes, advertisement films, advertisement jingles, animation, events, shows, etc. for broadcasting and publishing on each and every medium now known or that may be developed in the future and to own, establish, operate, purchase, buy, sell, acquire, assemble, install, lease out, give on hire, franchise, develop, maintain, exchange, alter, modify, set up, facilitate and manage and market all types of sport(s), sporting event, races, sportspersons, talent, sporting equipment, merchandising indoor and/or stadiums, pools, rinks, studios, opera houses, television channels, amusement or theme parks, cinemas, multiplexes, malls, theatres, audio and video systems, cameras, shooting equipments, recording equipments, cassettes, compact discs, digital video discs, colour photo laboratories, processing laboratories, offices, computers, office equipments, furniture, fixtures, outdoor broadcast vehicles in India and abroad and all matters connected and incidental thereto and to engage in all other incidental and ancillary activities'.

***5H. To carry on in India and abroad the business of organizing managing, conducting the cricket tournaments of International/ Domestic teams, clubs teams, inter-state teams, district Teams and to act as a organiser, sponsor of various teams and to carry on the business of advertisement agency, tickets selling agent, seller of cricket equipment for international/domestic tournaments.

***5I. To carry on the business of creating and running web sites devoted to Cricket and other sports and sports literature.

#6. To create, own, acquire and host web-sites on the Internet including internet Portal on the use and current affairs anywhere in the World for the Company, to conduct Electronic Commerce through buying and selling of goods, information and services either directly or on behalf of providers of these goods, information and services and to install, maintain and operate Internet, V-sat and Voice and Data Mail Services.

#7. To carry on in India and elsewhere either on its own or in alliance with any other Person/ Body/ Bodies corporate incorporated in India or abroad either under a strategic alliance or Joint Venture or any other arrangement the business of providing/ operating Internet services, web based electronic commerce and other allied services.

#8 To establish and carry on in India and elsewhere either on its own or in alliance with any other Person/Body/Bodies corporate incorporated in India or abroad either under a strategic alliance or Joint Venture or any other arrangement the business of providing/operating Very Small Aperture Terminals (VSAT) Communications Services, Value Added Network Services (VANS), Electronic Data Interchange Services, Datacom Network Services, File Transfer and Protocol Conversion Services, Voice Network Services, Concert Packet Services, Electronic Transaction Services, Wireless Application Protocol Services, High Speed VSAT based Satellite communication Services, Video Conferencing Services, System Integration Services involving computers and Communications Products/ Technologies and to market and sell and support various types of Satellite/Date communications equipments and networks built using such like Routers Frame Relay Switches, ATMs.

##9 To carry on the business of printers, publishers, commercial artists and advertising agents in all its branches.

##10 To carry on business as Proprietors and Publishers of any newspapers, journals, magazines, business directories, maps, city guides, books, periodicals and other literary works and undertakings, whether in print form or in digital, online or any other electronic form.

##11 To collect, manage, sort, arrange, update, process, interpret, circulate, distribute, buy and analyze and other processes database, information and/or statistics of all sorts including that of customers, business, industry whether in India or abroad, whether in physical form ro in electronic form and exploit the same for business and commercial purposes in any form and manner including making them available/transmitting on phone or online or in any other manner and method.

##12 To carry on in India or elsewhere the business, in all its ramifications, of generating, developing, creating, procuring, obtaining, improving, hiring, licensing, distributing, selling, marketing, selling, purchasing, managing, converting, reproducing content of any sort or forms, and otherwise deal in any manner with data and information of any kind and description, in any form and manner, on any media whatsoever including the Internet and to render all types of service in relation thereto and to do all such other acts and things as are necessary and incidental thereto.

* Amended vide shareholders resolution dated October 31, 2007
** Inserted vide shareholders resolution dated July 23, 2008.
*** Amended vide Postal Ballot resolution dated 31st December, 2009
Inserted pursuant to Scheme of Arrangement w.e.f. June 10, 2011 (the Effective Date)
Inserted vide Postal Ballot resolution dated 24th February, 2012.

(B) THE OBJECTS INCIDENTAL OR ANCIALLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE: -

1. To purchase, otherwise acquire, own, import all materials, substances, appliances, machines containers and such other articles and apparatus and things capable of being used in the main business and to own, lease and otherwise acquire and use facilities of whatever kind as may be conducive to the effective working of the main business of the Company.
2. To acquire, build, alter, maintain, remove or replace and to work, manage and control any building, offices, shops, machinery and conveniences which may seem necessary to achieve the main object of the Company.
3. To buy, repair, alter, improve, exchange, import all machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable of being used in the main business of this Company.
4. To purchase, take on lease or tenancy or in exchange, hire, take options over or otherwise acquire any estate or interest whatsoever and to hold, develop, work, concessions, grants, decrees, licences, privileges, claim, options, leases, property, right, or powers of any kinds which may appear to be necessary for the main business of the Company.
5. To pay for preliminary and pre-incorporation expenses of the Company.
6. To exchange, mortgage, royalty or tribute, grants, licences, easements, options and other rights over and dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for consideration as may be thought fit and in particular for stocks, shares, debentures whether fully or partly paid-up or securities of any other Company having main objects whole or in part similar to the Company.
7. Subject to the provision of the Section 314 of the Companies act, to pay for any right or property acquired by the Company and or remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full.
8. To advance money, in connection with the main business either with or without security and give credit, to such persons (including Government) and upon such terms and conditions as the Company may think fit, provided that the Company shall not carry on banking business within the meaning of Banking Regulations Act, 1949.
9. To undertake financial and commercial obligations, transactions and operations of all kinds in connection with the main business of the Company.
10. To guarantee the performance of any contract of obligations and the payment of money or dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered directly or indirectly to further the main objects of the Company.
11. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, stocks, contracts, mortgages, or charges, obligations, instruments, securities of any Company or of any authority, supreme, municipal, local or of any persons whether incorporated or not incorporated, and generally to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the main business of the Company.

12. To subscribe for acquire, hold shares and dispose of share stocks, debentures, debenture – stocks, bonds, mortgages, obligations, securities of any kind issued or guaranteed by any Company (body corporate undertaking) of whatsoever nature and howsoever constituted or carrying on the business and to subscribe for, acquire, hold shares, debentures and debenture – stocks, and debenture – bonds, mortgages, obligations and other securities issued or guaranteed by any Government sovereign ruler, commissioners, trust, Municipal, local or other Authority or body of whatsoever nature, whether in India or elsewhere as may be conducive to the main business of the Company.

13. To invest other than investment in Company's own shares any money of the Company not immediately required, in any investments, movable or immovable as may be deemed proper and to hold, or invest in shares or stock in the Company as may be necessary for the main business of the Company.

14. Subject to Section 58A, 292, 293, 295 and 370 of the Companies Act, 1956 and the Rules made thereunder and the directions issued by Reserve Bank of India, to receive money on deposit or loan and borrow or money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture – stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owning on the mortgage, charge or lien upon all or any of the property or assets of the Company (both present or future) including its uncalled capital and also by similar mortgage, charge or lien to secure and guarantee the performance by the Company, or any other such person or Company, of any obligation undertaken by the Company.

15. To draw, make, accept, endorse, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, debentures and such other negotiable or transferable instruments of securities of all types.

16. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents and patent rights, brevets d'inventions, trade marks, designs, licenses, protections, and concessions conferring any exclusive or non-exclusive or limited right to their use or other information as to any invention, process or privileges which may seem capable of being used for any of the main objects, business of the Company of the acquisition of which may seem calculated directly or indirectly, to benefit the Company and to use, exercise, develop or grant licences or privileges in respect of or the property, rights and information so acquired.

17. To spend money in experimenting upon and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes, or information of the Company or which the Company may acquire or propose to acquire.

18. To do all or any of the business either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.

19. To acquire and takeover all, or any part of the business property and liabilities of any person, firm or Company carrying on or proposing to carry on any business which this Company is authorised to carry on or possess property, suitable for the main business of the Company.

20. To procure the registration or recognition of the Company in or under the laws of any place outside India.

21. To form, incorporate or promote any Company or companies whether in India or elsewhere having amongst its or their objects the acquisition of all or any of the assets or controls, management or development of the Company or any other such objects which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its main business or the development of its properties or otherwise

prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or Company in any manner it shall think fit, for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its main business or in or about the promotion of any other such Company in which the Company may have an interest.

22. Subject to the provisions of Section 391 to 394 and 394A of the Companies Act, 1956, to amalgamate or to enter into partnership or any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal rights with any person or persons of Company of companies carrying on or engaged in the main business of the Company.

23. To enter into any arrangements and take all necessary or proper steps with Governments or with other authorities supreme, national, local, municipal or otherwise of any place in which the company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the main objects of the Company or effecting any modification in the constitution of the Company or for furthering the interests of the members and to oppose any such steps taken by any other Company, any firm or person which may be considered likely, directly or indirectly to prejudice the interest of the Company or its members and to assist in the promotion whether directly or indirectly to any legislation which may seem advantageous to the Company and to obtain from such Government authority and Company any charters, contracts, decrees, rights, grants, loans, privileges, or concessions which the Company may think fit desirable to obtain and carry out, exercise and comply with any such arrangements, charters, decrees, rights, privileges or concessions.

24. To adopt such means of making known the main business of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donation.

25. (a) To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise and vest any real or personal property, rights or interests acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.

(b) To accept gifts including by way of awards / prizes from Government and semi – Government bodies and to give gifts and donations to create trusts for the welfare of employees, members, directors and / or their dependants, heirs and children for deserving objects for and such other person also to act as trustees.

26. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce and particularly with the trade, including any association, institution or fund for the interests of masters, owners and employers against loss by bad debt, strike, combustion, fire, accident or otherwise or for the benefit of any employee, workman or others at any time employed by the Company or any of its predecessors in business or their families or dependants and whether or not in common with other persons or classes of persons and in particular of friendly, co-operative and other society, reading rooms, libraries, educational and charitable institutions, dining and recreation rooms, churches, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose.

27. To aid pecuniarily or otherwise, any association, body or movement having for an object the solution, or settlement of industrial or labour problems or troubles or the promotion of industry or trade.

28. To subscribe or guarantee money for any national, charitable, benevolent, public general or useful object or for any exhibition subject to the provisions of section 293 / 293A / 293B of the Act.

29. Subject to the provision of the Gift Tax Act, 1951 and the Statutory amendment, thereof, the Company has power to made and receive gifts either in cash or other such movable or immovable properties.

30. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefits of and give, procure the giving of donations, gratuities, pensions, allowances or emoluments to any person who are or were at any time in the employment or service of the Company or are allied to or associated with the Company or with any such subsidiary Company or who are or were at any time Directors or officers of the Company as aforesaid and the wives, widows, families and dependants of any such persons and also establish and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other Company as aforesaid and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other Company as aforesaid.

31. To distribute among the members in specie or otherwise any property of the Company, or any proceeds of sale or disposal of any property of the Company, in the event of its winding-up but so that no distribution amounting to a reduction of capital be make except with the sanction (if any) for the time being required by the Companies Act, 1956.

32. To do all such other things as may be deemed incidental or conducive for the attainment of the main objects.

(C) THE OTHER OBJECTS ARE: -

1. To carry on, in any mode, the business of store-keepers in all its branches and in particular to buy, sell and deal in goods, stores, consumable articles, chattels and effects of all kinds, both wholesale or retail.

2. To carry on business as importers and exporters of goods or merchandise of any description or to act as shippers, commission agents, advertising agents, traveling agents, transport agents, forwarding and clearing agents, brokers, estate agents, hardware merchants.

3. To carry on the business of manufacturers and dealers of automobile parts, accessories, ancillaries, stores and spares and to engineer, develop, design, assemble, manufacture, produce, import and export, buy, sell and otherwise deal in Tractors, Cars, Motorbikes, Cycles, Mopeds, petroleum and petroleum products, glass and glass products, industrial, mining, agricultural and such other machines and all types of tools, plants, equipments, instruments, appliances and hardware of all kinds, general fittings, accessories and appliances of all description made of metal, alloy, glass, synthetic and other such fibres, chemical and PVC compounds, plastics or any other such material related thereof.

4. To carry on the business of electrical engineers, airconditioner contractors, electricians, engineers, contractors, manufacturers, contractors, supplier and dealers in electrical and other appliances, cable, wire-lines, dry-cells, accumulators, lamps and works and to

generate, accumulate, distribute and supply electricity for the purpose of light, heat, motor power and for all other purpose for which electrical energy can be employed and to manufacture, and deal in all apparatuses and required for or capable of being used in connection with the generation, distribution, supply, accumulation and employment of electricity, including in the term electricity or power that may be directly or indirectly derived therefrom or may be incidentally hereinafter discovered in dealing with electricity.

5. To manufacture and / or produce and / or otherwise engage in the manufacture or production of or dealing in electrical kilowatt hour meters, magnets, electromagnets, power cables, industrial jewels, ammeters, voltmeters and other types of measure instruments, electrical or non-electrical, die-castings, screws, nuts and bolts, transformers of all types, circuit-breakers, punched card machines, computers and calculators and their accessories, hoists, elevators, trolleys and coaches, winches, power generators, magnetic separators, winder, air compressors, welders, fans of all types, switches and motors of all types, drills, electric grinders, air-conditioner, refrigerators, washing machines, television and wireless apparatus including radio receivers and transmitters, electronic instruments, videos, transistors and allied items, watches and clocks, cameras and any house-hold appliances and any equipment used in the generation, transmission and receiving of sound, light and electrical impulses and components of parts thereof.

6. To carry on the business as mechanical engineers, machinists, fitters, mill-wrights, founders, wire drawers, tube metallurgist, saddlers, galvanizers, japanners, annealers, enamellers, electroplaters and painters.

7. To carry on a general business of providing comparative information about the characteristics, interest or other attributes of individuals, communities, organizations, countries or other social units and of any articles or commodities or economic trends or persons whatsoever, to design, invest, prepare, own, make and lease, sell, or otherwise dispose of and generally to deal in and with computers, data processing machines, tapes, cards, memory equipment or any other equipment and materials of every kind and description useful in connection with the business, to licence or otherwise authorise others to engage in the foregoing and to engage in general research and development in areas related to or involving the foregoing.

8. To grow, take on lease, acquire, develop, deal in plantations and to process in all aspects, timber wood, plywood and all kinds of wood and to make products where wood is a constituent part and to design, develop, fabricate any products involving the use of wood.

9. To produce, manufacture, use, or otherwise acquire, sell, distribute, deal in and dispose of, alkalies and acids, gases, compounds, fertilizers, chemicals and chemical products of every nature and description and compounds, intermediates, derivatives and by-products thereof and products to be made therefrom (hereinafter for convenience referred to generally as, chemicals and products) including specifically, but without limiting the generality of the foregoing, calcium carbide, calcium cynamide, vat, solubilised vat, azoic salts, naphthols, all type of floatation reagents, wetting agents, insecticides and fumigants, plastics and resins, dyestuffs, explosives, catalytic agents, foods, direct colours, basic and rapid fast colours, pigments, drugs, biologicals, pharmaceuticals, scrums, vitamin products, hormones, suture, ligatures, drugs for disease or disabilities, in men or animals, and products derived from phosphate mines, limestones, quarries, bauxite-mines, petroleum, natural gas and such other natural deposits useful or suitable in the manufacture of chemicals and chemical products as herein-above defined.

10. To manufacture, produce, refine, prepare, store, sell and to trade and deal in petroleum and all kinds of mineral oils, all products and bye-products thereof including wax, paraffin, soap, paint, varnish, lubricants, illuminants, and butter substitutes, oil, cloth, candles, glycerene, stearing and in connection therewith to acquire, construct, repair,

operate and use oil and such other refineries, buildings, mills, factories, oil wells, derricks, distilleries, ghanies, rotaries, expellers, mechanical or hydraulic press.

11. To carry on the business of manufacturers and dealers, importers and exporters of natural and synthetic resins, moulding powders, adhesives and cements, oil paints, distempers, cellur paint, colours, varnishes, enamels, gold and silver leaf enamels, spirits, tobacco, Cigars, Snuff, Soap, cosmetics, perfumes, medicines, drugs, dyes, fats, waxes, hides, skins and leather and such other allied articles thereof.

12. To carry on development and research work and to manufacture process, import, export, buy, sell and deal in petroleum coke, calcines, coke and coaltar, anthracite coal and to draw out, manufacture and deal in coaltar canlion products and such other by products as may be possible and to utilize waste gases for industrial uses and purposes.

13. To engineer, develop, design, assemble, manufacture, produce, import, export, buy, sell, operate, run, let on hire and otherwise deal in:

a) all kinds of earthmoving and agricultural machines, petrol and diesel engines, tools, plants, tractors, equipments, spares, appliances, implements, accessories, mobile or otherwise.

b) heavy vehicles and machines for agricultural and land reclamation, drainage, irrigation, water works, engineering, forest clearing, pumping and such other purposes thereof.

c) spraying machines, vehicles and equipment whether mobile or otherwise;

d) mobile workshops and garage equipments for repair and service machinery;

e) tubewells, pumps, floating or otherwise, motors and irrigation machinery.

f) Transportation equipments for movements of its products or stores, machines or personnel as general purpose freight carriers.

14. To undertake the business of distributions and application of chemicals, fertilizers and pesticides, aerial or otherwise and to maintain and run vehicles, aeroplanes and equipments for spraying and to run the said vehicles and aeroplanes for hire and as passenger carrying crafts also.

15. (a) To construct a cinematograph theatre and such other building and works and conveniences, for purpose thereof said to manage, maintain and carry on the said theatre and to let out such other buildings when so erected or constructed.

(b) To carry on business as proprietors and managers of theatres (cinemas, picture places and concert halls) and to provide for the production, representation and performance (whether by mechanical means or otherwise) of operas, stage plays, operattas, burlesques, vaudevilles, revues, ballets, pantomimes, spectacular pieces, promenade, and such other concerts, musical and dramatic performances and entertainments of all types.

(c) To carry on the business of restaurant keepers, wine and spirit merchants, licensed victualiers, theatrical agents, box office keepers, dramatic and musical literature publishers and printers.

(d) To manufacture films and such other appliances and machines in connection with mechanical reproduction or transmission of picture, movements, music and sounds and to organize and conduct theatrical production and entertainment of all kinds.

(e) To enter into agreements with author or such other person, for the dramatic or other rights of operas, plays, films, operatus burlesque, vaudevilles, revues, ballet, pantomimes, spectacular pieces, musical compositions and other dramatic and musical performances and entertainments or for the representation thereof in India and elsewhere, as well as of foreign rights and to enter into engagements of all kinds with artists and such other persons related thereto.

*(f) To carry on in India or elsewhere the business to produce, promote, project, participate, process, prepare, develop, expose, edit, exhibit, make, remake, display, print, reprint, convert, duplicate, finish, buy, sell, run, export, import of all kinds of motion pictures, cine films, tele films, CD and audio cassettes, Home Videos, documentary films, TV serials, music productions and to act as distributors, proprietors, copyright owners, video right owners, audio right owners etc.

16. To carry on business as tourist's agents and contractors and to facilitate travelling and to provide for tourists and travelers and promote the provision of conveniences of all kinds in the ways of through tickets, circular tickets, sleeping cars or berths, reserved places, hotels and lodging accommodation, guides, safe deposits, inquiry bureaus, libraries, lavatories, reading room, baggage, transport and otherwise.

17. To carry on business of hotel, café, restaurant tavern, beer house, restaurant room, boarding and lodging house keepers, beer merchants, malsters, manufacturers of aerated minerals and artificial waters and other drinks, purveyors, caterers for public amusements, coach, cab, carriage and motorcar proprietors, livery stable and garage - keepers, importers and brokers of food, live and dead stock, hairdressers, perfumers, chemists, proprietors of clubs, baths, dressing rooms, laundries, reading, writing and newspaper rooms, libraries, grounds, and places of amusements and recreation, sports, entertainment and instruction of all kinds, tobacco and cigar merchants, agents for railways road, air and shipping companies and carriers, theatrical and opera - box office proprietors and general agents and to provide services and facilities of all kinds commercial basis that may be require for the tourist and entertainment industry.

18. To promote, establish, acquire and run or otherwise carry on the business of any plastic or rubber industry or business of manufacture of materials for use in such industries or business such as wax, paper, bakelite, plywood, celluloid products, chemicals of all sorts and such other articles or things and similar or allied products, or process thereof.

19. To carry on business of processors, combers, spinners, weavers, knitters, manufacturers, dyers, bleachers, finishers, laminators, balers and pressers of any fibrous or textile material whether an agricultural or animal or natural product of its bye-products or chemical or synthetic fibre and specially jute, hemp, silk, cotton, wool, mesta, nylon, terrene, terylene, staple fibre or other synthetic fibre and to manufacture and produce from such raw material or textile material and to carry on the business of buyers, sellers and dealers of all such raw or processed or semi – processed material and to transact all manufacturing cutting and preparing, process and mercantile business that may be beneficial to the said business.

20. To carry on the business of transport, cartage and haulage contractors, garage proprietors, owners and charters of road vehicles, aircrafts, ships, tugs, barges and boats of every description, lightermen, carriers of goods and passengers by road, rail, water or air, carmen, cartage contractors, stevedores, wharfingers, cargo superintendents, packers, haulder, warehouse-men, store-keepers and jobmasters.

**Amended vide AGM held on September 4,2006*

21. To carry on the business of farming, horticulture, floriculture, sericulture, dairies, cultivators, of all kinds of foodgrains, seeds, fruits, proprietors of orchards and traders, exporter, dealers, and sellers of the products, of farming, dairy, horticulture, floriculture, sericulture and pisciculture and fishing and manufacturers of drinks, alcoholic or otherwise, and beverages produced from such products or otherwise, to carry on the business of cultivators, growers, manufacturers, millers, grinders, rollers, processors, cold stores, canners and preservers and dealers of foodgrains and such other agricultural, dairy

horticultural and poultry products, fruits, vegetables, herbs, medicinal flowers, drinks, fluids, and such other fresh and preservable products and to extract bye-products and derivatives whether edibles, pharmaceutical medicines or any other such kind or nature whatsoever and food preparations of every kind and description and generally the business or manufacture of and trading in preserved, dehydrated, canned or converted agricultural products, fruits and vegetables, foods, dairy and poultry products and articles and other derivatives of all kinds and descriptions and to set up and run machinery for processing and preserving the same.

22. To establish experimental farms and research stations anywhere in India for conducting experiments, tests and research for developing better qualities of foodgrains and agricultural products and for developing milk strain in cattle by cross breeding or otherwise and increasing eggs laying capacity in poultry and also for finding such other ways and means of improving other such agricultural crops, produce, seeds, fodder crops and cattle feed of all kinds.

23. To manufacture, process, chemically, electrically or by any other such means refine, extract, hydrolize, manipulate, mix, deodarise, grand, bleach, hydrogenate, buy, sell, import, export, produce or otherwise deal in seeds and agricultural products, food products, dietic products and preparations of patent drugs and proprietory articles of all kinds, whether basic or derived and in all forms and in particular protein foods of all kinds and all such other ingredients thereof.

24. To buy, sell, deal in shares and securities, foreign exchange, gold, silver cotton, jute, hessian, oil, oil-seeds and hold them as permitted under the law, from time to time, in force.

25. To organize, run, maintain, operate, promote the business of interior, decorator, furniture and carpet designers and manufacturers, boutiques, operators of fashion centre, fashion shows and to make, acquire, deal in any way in handicrafts, objects of art, precious stones, jewellery, whether artificial or otherwise and articles wherein precious metal or precious stones may be used, in textile fabrics and to manufacture and deal in any products as are dealt in by boutiques, fashion shows and interior decorator.

26. To establish, provide, maintain and conduct research and such other laboratories, training colleges, schools and other institutions for the training, education and instruction of students and other who may desire to avail themselves of the same and to provide for the delivery and holdings of lectures, demonstrations, exhibitions, classes, meetings and conferences in connection therewith.

27. To be interested in promoting or undertaking the formation and establishment, and to take, hold and dispose of shares in such organizations, institutions, businesses or companies, whether industrial, hoteliers, restaurants, agricultural trading, manufacturing or otherwise as may be considered to be conducive to the profit and interest of the Company and also to acquire, promote, aid, foster, subsidise or acquire interests in any such industry or undertaking.

28. To acquire, from or sell to any person, firm or body corporate or, unincorporate whether in India or elsewhere technical and managerial information, know-how, processes, engineering, manufacturing, operating and commercial data plants, layouts and blue prints useful for the design, erection and operation of any plant or process of manufacture and to acquire and grant to licence other rights and benefits in the foregoing matters and things and to render any kind of management and consultancy services.

29. To carry on business as general commercial, colour, craft and graphers, photographers, engravers, die-makers, publishers of newspapers, books, magazines, art and musical productions, plan and chart printers, press and advertising agents, contractors, ink, die and colour manufacturers, manufacturers and dealers in containers and components and dealers in printing machines, type and all printers supplies, book binders and stationers and dealers in all kinds of supplies and equipments of mercantile and such other uses thereof.

30. To carry on the business of manufacturers of all dealers on all kinds of classes of paper and pulp such as sulphate and sulphate wood, pulp, mechanical pulp and soda pulp and papers such as transparent, vellum, writing, printing, glazed, absorbent, news print, wrapping, tissue, cover, blotting, filter, bank or band, badami, brown, buff or coloured, lined, azure, laid, grass or water-proof, hand-made, parchment, drawing, craft, carbon, envelope, and box and straw duplex and triplex board and all kinds of articles in the manufacture of which any pulp, paper or boards is used and also to deal in or manufacture artificial and leather of all varieties, grades and colour.

31. To acquire and hold share stocks, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any Company constituted or carrying on business in the republic of India or elsewhere any debentures, debenture-stocks, bonds, obligations and securities issued or guaranteed by any Government, sovereign ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, whether at home or abroad, to acquire any such shares, stocks, debentures, debenture-stocks, obligations or securities by original subscription, tender, purchase, exchange or otherwise and subscribe for the same either conditionally, or otherwise and to guarantee the subscription thereof and of exercise and enforce all right and powers conferred by or incidental to the ownership thereof, to issue shares, debentures, stocks, bonds, obligations and securities of all kinds and to frame, constitute and secure the same, as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise and either perpetual or terminable and either redeemable or otherwise and to change or secure the same by trust deed or otherwise on the undertaking of the Company, or upon any specific property and rights, present and future of the Company (including if thought fit, uncalled capital) or otherwise, however, to export, import, buy, sell, barter, exchange, pledge, make advance upon, invest in and otherwise deal in gold, silver, bullion, stocks, shares, securities of all kinds and description.

32. To secure sound investments of foreign capital in Indian undertakings and enterprises and Indian Capital in foreign undertakings and enterprises.

33. To carry on the profession of consultants on management, employment, engineering industry and technical matters to industry and business and to act as employment agents.

34. To carry on the business as manufacturers or dealers in glass products such as sheet and plate glass optical glass, glass wool, laboratory ware and Thermometers.

35. To carry on the business as manufacture of, agents or dealers in textiles and grains such as man made fibres, cotton, silk, jute, woolen, synthetics, food grains and products thereof oils of all kinds, seeds and pulses.

36. To undertake and transact all kinds of agency business and to carry on and to promote any business, commercial or otherwise, under sound principles and / or to act as

distributors, agents, underwriters, brokers, estate agents, middle men, contract men, representatives and indenting agents on commissions allowance, as may be deemed fit in all commodities, merchandise and other allied / articles and lines of business.

37. To undertake, manage, finance or otherwise carry on either individually or in association in any manner with any other person or Government authority, programme of Rural Development in India including any programmed for promoting the social and economic welfare of, or the uplift of the public in any rural area and without prejudice to the generality of the foregoing to subscribe, donate, establish, provide, maintain, conduct, subsidize, undertake, associate with, carry on and promote studies, research, experimental work and application of technology in any field of human endeavour, by establishing, endowing or assisting workshops, laboratories, schools, hospitals, first-aid centers and other technical, scientific, agricultural, or any other institutions and bodies for the development of education, medicine, human welfare, agriculture, horticulture, animal husbandary, dairy products, cottage, small-scale and other industry and in order to implement any of the above mentioned objects or purposes, transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any Public or Local Body or Central or State Government or any Public institution or Trusts or Funds recognized or approved by the Central or State Government or established under any law for the time being in force.

38. To undertake, carry out, promote and sponsor or associate with or assists any activity for the promotion and growth of national economy and for discharging what the Directors may consider to be social and moral responsibilities of the Company to the Public or any section of the Public, as also any activity which the Directors consider likely to promote national welfare or social, economic or moral uplift of the Public or any section of the public and in such manner and by such means as the Directors may think fit and the Directors may without prejudice to the generality of the foregoing undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspapers or for organizing lectures or seminars likely to advance these objects or for giving merit awards, for giving scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to pursue studies or academic pursuits of their researches and for establishing, conduction or assisting any institution fund, trust, person or Government authority having any one of the aforesaid objects as one of the objects by giving donations or otherwise in any other manner, and the Directors may at their discretion, in order to implement any of the above mentioned objects or purposes, transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any Public or Local Body or Authority or Central.

39. To install the Electric furnace for melting steel scrap and for producing steel castings and for re-rolling mild steel sections.

40. To manufacture steel castings of all kinds such as used for Textile Machine parts, Railways, Tramways, motor parts, Tractors, sugar Industry and Cement industry machinery parts.

41. To manufacture bolts, nuts, buckets, kerais, gate channels and to carry on the business of fabrication of steel and its by products.

42. To weld steel tubes and boring of different steel and galvanizing iron sections.

43. To manufacture, deal, stock and carry on the business of plate makers, wire drawers, tube manufactures, galvanisers, enamellars, electroplaters, every type of steel, spring steel, forging quality steel and to act as japaners re-rollers anncalors and makers of steel and

metal furniture and manufacturers of all types of malleable grey castings, ferrous and non ferrous steel.

44. To carry on the business of importing and exporting machinery, plants, tools, implements, metal goods, hardware and plumbing material and to sell, let out or otherwise deal in such imported goods or articles.

45. To carry on the business as financiers (not amounting to banking business with in the meaning of Banking Regulation Act, 1949) by way of loaning, lending and advancing money, to industrials, individuals, commercials and such other enterprises of all types.

46. To carry on the business of mechanical fitters, wire drawers, galvanizers, japaneers, annealers, enamellers and packing case makers.

47. To carry on the business of leasing and hire purchase and to acquire, to provide on lease or to be provided on hire purchase basis all types of industrial and offices, plants, equipments, machinery, vehicles buildings and real estate, required for manufacturing, processing, transportation and trading business and such other commercial and service business.

48. To build, construct, establish, own, purchase, sell, take on lease or exchange or otherwise acquire, hold, maintain and manage industrial, commercial or, residential buildings and plots, apartment houses, hotels, motels, hostels, restaurants, factory premises, godowns golas, warehouses, flats, hostels, boarding houses, clubs, pleasure grounds and amusement parks, theatres, cinemas or other show houses, meeting or lecture halls, libraries, dharamshalas and sarais, health resorts and sanatoriums, gardens, swimming pools and baths, huts, Bazars and markets, melas and exhibition and to let, sublet, give on lease or otherwise to permit use and occupation of the same for rent on hire charges and to provide for the tenants and occupiers thereof all or any of the conveniences commonly provided in residential, commercial and industrial quarters.

49. Subject to the approval of SEBI and other authorities where required to carry on all or any of the business in all the branches of Registrars to the issue, manager to the issue, transfer agents, financial advisors, merchant bankers, portfolio management, consultants to the capital market, data procurement and recording centers and development consultancy and to carry on all or any of the activities in all its branches of leasing, finance and hire-purchase.

50. To carry on the business of exporters and importers, buyers, sellers, processors and manufacturers of and general export and import both traditional and non-traditional items, industrial, mineral, agricultural commodities, handicrafts and household articles.

IV. The Liability of the members is Limited.

V. The Authorised Equity Share Capital of the Company is Rs. 2821,42,00,000/- (Rupees Two Thousand Eight Hundred Twenty-one Crores Forty-two Lacs only) divided into 516,98,40,000 (Five Hundred Sixteen Crores Ninety-eight Lacs Forty Thousand only) equity shares of face value of Rs. 5/- (Rupees Five only) each;11,00,000 (Eleven Lacs only) Preference Shares of Rs. 100/- each; 1,05,00,000 (One Crore and Five Lacs) Preference Shares of Rs. 200/- (Rupees Two Hundred only) each and 1,55,00,000 (One Crore and Fifty Five Lacs Only) Preference Shares of Rs. 10/- (Rupees Ten only) each.

**Amended vide EGM held on March 25, 1996, February 19, 2003, December 3, 2003, February 10, 2005, October 1, 2005, July 15, 2006 and November 26, 2006; pursuant to Scheme of Arrangement w.e.f. June 10, 2011 (the 'Effective Date'); vide Postal Ballot Resolution dated February 24, 2012 and July 3, 2012 and pursuant to Order of National Company Law Tribunal, Mumbai Bench, approving Scheme of Merger by Absorption w.e.f. November 1, 2018.*

VI. We, the several persons whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the company set opposite our respective names:

Sl. No.	Name, address, description and occupation of each subscriber	No. of equity shares taken by each subscribers	Signature of subscriber	Signature of witness with address, description and occupation
1.	Geeta Gupta W/o Sh. S. L. Gupta 67, Canara Appartments Sector-13, Rohini-85 Occupation – Profession	100 (One Hundred) Equity Share	Sd/-	I witness the signatures of both the subscriber who have signed in my presence. Sd/- (Shakar Lal Gupta) S/o. Sh. Ishri Prashad Gupta 67, Canara Apartments Sector-13, Rohini-85
2.	Rakesh Gupta S/o. Shri Ishri Prashad Gupta 67, Canara Appartments Sector-13, Rohini-85 Occupation – Service	100 (One Hundred) Equity Share	Sd/-	
	Total	200 (Two Hundred) Equity Shares		

Place: NEW DELHI Dated: 18-1-96

ARTICLES OF ASSOCIATION

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION
OF
NETWORK18 MEDIA & INVESTMENTS LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the annual general meeting of the Company held on 30th September, 2014 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

TABLE 'F' EXCLUDED

1.	(1)	The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.	Table 'F' not to apply
	(2)	The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.	Company to be governed by these Articles

Interpretation

2.	(1)	In these Articles —	
		(a) "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.	"Act"
		(b) "Articles" means these articles of association of the Company or as altered from time to time.	"Articles"
		(c) "Board of Directors" or "Board", means the collective body of the directors of the Company.	"Board of Directors" or " Board"
		(d) "Company" means Network18 Media & Investments Limited.	"Company"
		(e) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.	"Rules"
		(f) "Seal" means the common seal of the Company.	"Seal"
	(2)	Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.	"Number" and "Gender"
	(3)	Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.	Expressions in the Articles to bear the same meaning as in the Act

Share capital and variation of rights

Shares under control of Board

3. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

Directors may allot shares otherwise than for cash

4. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

Kinds of Share Capital

5. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

(a) Equity share capital:

(i) with voting rights; and / or

(ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and

(b) Preference share capital

Issue of certificate

6. (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide -

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.

Certificate to bear seal

(2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

One certificate for shares held jointly

(3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

Option to receive share certificate or hold shares with depository

7. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.

8.		If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.	Issue of new certificate in place of one defaced, lost or destroyed
9.		The provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.	Provisions as to issue of certificates to apply *mutatis mutandis* to debentures, etc.
10.	(1)	The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.	Power to pay commission in connection with securities issued
	(2)	The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.	Rate of commission in accordance with Rules
	(3)	The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.	Mode of payment of commission
11.	(1)	If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.	Variation of members' rights
	(2)	To every such separate meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply.	Provisions as to general meetings to apply *mutatis mutandis* to each meeting
12.		The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.	Issue of further shares not to affect rights of existing members
13.		Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.	Power to issue redeemable preference shares

Further issue of share capital

14. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to -

(a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or

(b) employees under any scheme of employees' stock option; or

(c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

Mode of further issue of shares

(2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

Lien

Company's lien on shares

15. (1) The Company shall have a first and paramount lien -

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

Lien to extend to dividends, etc.

(2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

Waiver of lien in case of registration

(3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

As to enforcing lien by sale

16. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made—

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.

Validity of sale

17. (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

Purchaser to be registered holder

(2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

17. (3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share. — Validity of Company's receipt

(4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale. — Purchaser not affected

(1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. — Application of proceeds of sale

(2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale. — Payment of residual money

18. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim. — Outsider's lien not to affect Company's lien

19. The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures of the Company. — Provisions as to lien to apply *mutatis mutandis* to debentures, etc.

Calls on shares

(1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. — Board may make calls

20.

(2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares. — Notice of call

21.

(3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances. — Board may extend time for payment

(4) A call may be revoked or postponed at the discretion of the Board. — Revocation or postponement of call

22. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments. — Call to take effect from date of resolution

Liability of joint holders of shares

23. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

When interest on call or instalment payable

24. (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.

Board may waive interest

(2) The Board shall be at liberty to waive payment of any such interest wholly or in part.

Sums deemed to be calls

25. (1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

Effect of non-payment of sums

(2) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

Payment in anticipation of calls may carry interest

26. The Board -

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.

Instalments on shares to be duly paid

27. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

Calls on shares of same class to be on uniform basis

28. All calls shall be made on a uniform basis on all shares falling under the same class.

Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

29. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.

Partial payment not to preclude forfeiture

30. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Provisions as to calls to apply *mutatis mutandis* to debentures, etc.

Transfer of shares

31. (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.

Instrument of transfer to be executed by transferor and transferee

(2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

32. The Board may, subject to the right of appeal conferred by the Act decline to register -

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve;
or
(b) any transfer of shares on which the Company has a lien.

Board may refuse to register transfer

33. In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless -

(a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
(c) the instrument of transfer is in respect of only one class of shares.

Board may decline to recognise instrument of transfer

34. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:
Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

Transfer of shares when suspended

35. The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Provisions as to transfer of shares to apply *mutatis mutandis* to debentures, etc.

Transmission of shares

Title to shares on death of a member

36. (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.

Estate of deceased member liable

(2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

Transmission Clause

37. (1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either -

(a) to be registered himself as holder of the share;

or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

Board's right unaffected

(2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

Indemnity to the Company

(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

Right to election of holder of share

38. (1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

Manner of testifying election

(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

Limitations applicable to notice

(3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

Claimant to be entitled to same advantage

39. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice has been complied with.

40. The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company. Provisions as to transmission to apply *mutatis mutandis* to debentures, etc.

Forfeiture of shares

41. If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment. If call or instalment not paid notice must be given

42. The notice aforesaid shall: Form of notice

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

43. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. In default of payment of shares to be forfeited

44. Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture. Receipt of part amount or grant of indulgence not to affect forfeiture

45. When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid. Entry of forfeiture in register of members

Effect of forfeiture

46. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.

Forfeited shares may be sold, etc.

47. (1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.

Cancellation of forfeiture

(2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

Members still liable to pay money owing at the time of forfeiture

48. (1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

Member still liable to pay money owing at time of forfeiture and interest

(2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

Cesser of liability

(3) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

Certificate of forfeiture

49. (1) A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

Title of purchaser and transferee of forfeited shares

(2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

Transferee to be registered as holder

(3) The transferee shall thereupon be registered as the holder of the share; and

Transferee not affected

(4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

Validity of sales

50. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.

51. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.

Cancellation of share certificate in respect of forfeited shares

52. The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.

Surrender of share certificates

53. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Sums deemed to be calls

54. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Provisions as to forfeiture of shares to apply *mutatis mutandis* to debentures, etc.

Alteration of capital

55. Subject to the provisions of the Act, the Company may, by ordinary resolution -

Power to alter share capital

(a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;

(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;

(c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

Shares may be converted into stock

56. Where shares are converted into stock:

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

Right of stockholders

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;

(c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.

Reduction of capital

57. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, —

(a) its share capital; and/or

(b) any capital redemption reserve account; and/or

(c) any securities premium account; and/or

(d) any other reserve in the nature of share capital.

Joint Holders

Joint holders

58. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

Liability of Joint holders

(a) The joint holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.

Death of one or more joint holders

(b) On the death of any one or more of such joint holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.

(c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share. — Receipt of one sufficient

(d) Only the person whose name stands first in the register of members as one of the joint holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint holders. — Delivery of certificate and giving of notice to first named holder

(e) (i) Any one of two or more joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof. — Vote of joint holders

(ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint holders. — Executors or administrators as joint holders

(f) The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company registered in joint names. — Provisions as to joint holders as to shares to apply *mutatis mutandis* to debentures, etc.

Capitalisation of profits

59. (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve — — Capitalisation

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards : — Sum how applied

(a) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(b) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).

(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

Powers of the Board for capitalisation

60. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall –

(a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and

(b) generally do all acts and things required to give effect thereto.

Board's power to issue fractional certificate/coupon etc.

(2) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.

Agreement binding on members

(3) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

Buy-back of shares

61. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

General meetings

62.		All general meetings other than annual general meeting shall be called extraordinary general meeting.	Extraordinary general meeting
63.		The Board may, whenever it thinks fit, call an extraordinary general meeting.	Powers of Board to call extraordinary general meeting

Proceedings at general meetings

64.	(1)	No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.	Presence of Quorum
	(2)	No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the Chair is vacant.	Business confined to election of Chairperson whilst Chair vacant
	(3)	The quorum for a general meeting shall be as provided in the Act.	Quorum for general meeting
65.		The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.	Chairperson of the meetings
66.		If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.	Directors to elect a Chairperson
67.		If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically, choose one of their members to be Chairperson of the meeting.	Members to elect a Chairperson
68.		On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.	Casting vote of Chairperson at general meeting
69.	(1)	The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.	Minutes of proceedings of meetings and resolutions passed by postal ballot
	(2)	There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting – (a) is, or could reasonably be regarded, as defamatory of any person; or (b) is irrelevant or immaterial to the proceedings; or (c) is detrimental to the interests of the Company.	Certain matters not to be included in Minutes

Discretion of Chairperson in relation to Minutes		(3)	The Chairperson shall exercise an absolute discretion in regard to the inclusion or non- inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.
Minutes to be evidence		(4)	The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.
Inspection of minute books of general meeting	70.	(1)	The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall: (a) be kept at the registered office of the Company; and (b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.
Members may obtain copy of minutes		(2)	Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above, Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.
Powers to arrange security at meetings	71.		The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.
			Adjournment of meeting
Chairperson may adjourn the meeting	72.	(1)	The Chairperson may, *suo motu*, adjourn the meeting from time to time and from place to place.
Business at adjourned meeting		(2)	No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
Notice of adjourned meeting		(3)	When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
Notice of adjourned meeting not required		(4)	Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

73. Subject to any rights or restrictions for the time being attached to any class or classes of shares - *Entitlement to vote on show of hands and on poll*

(a) on a show of hands, every member present in person shall have one vote; and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

74. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once. *Voting through electronic means*

75. (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. *Vote of joint holders*

(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members. *Seniority of names*

76. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians. *How members non compos mentis and minor may vote*

77. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof. *Votes in respect of shares of deceased or insolvent members, etc.*

78. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. *Business may proceed pending poll*

79. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien. *Restriction on voting rights*

80. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article. *Restriction on exercise of voting rights in other cases to be void*

Equal rights of members	81.		Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.
			Proxy
Member may vote in person or otherwise	82.	(1)	Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.
Proxies when to be deposited		(2)	The instrument appointing a proxy and the power- of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
Form of proxy	83.		An instrument appointing a proxy shall be in the form as prescribed in the Rules.
Proxy to be valid notwithstanding death of the principal	84.		A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			Board of Directors
Board of Directors	85.		Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 12 (twelve).
Directors liable to retire by rotation	86.	(1)	The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.
An individual may be Chairperson and Managing Director / Chief Executive Officer		(2)	An individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company
Remuneration of directors	87.	(1)	The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
Remuneration to require members' consent		(2)	The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.

	(3)	In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them— (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or (b) in connection with the business of the Company.	Travelling and other expenses
88.		All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.	Execution of negotiable instruments
89.	(1)	Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.	Appointment of additional directors
	(2)	Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.	Duration of office of additional director
90.	(1)	The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.	Appointment of alternate director
	(2)	An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.	Duration of office of alternate director
	(3)	If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.	Re-appointment provisions applicable to Original Director
91.	(1)	If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.	Appointment of director to fill a casual vacancy
	(2)	The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.	Duration of office of Director appointed to fill casual vacancy

Powers of Board

General powers of the Company vested in Board

92. The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statue or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

Proceedings of the Board

When meeting to be convened

93. (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

Who may summon Board meeting

(2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.

Quorum for Board meetings

(3) The quorum for a Board meeting shall be as provided in the Act.

Participation at Board meetings

(4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

Questions at Board meeting how decided

94. (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

Casting vote of Chairperson at Board meeting

(2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

Directors not to act when number falls below minimum

95. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

Who to preside at meetings of the Board

96. (1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

	(2)	If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.	Directors to elect a Chairperson
97.	(1)	The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.	Delegation of powers
	(2)	Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.	Committee to conform to Board regulations
	(3)	The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Participation at Committee meetings
98.	(1)	A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.	Chairperson of Committee
	(2)	If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.	Who to preside at meetings of Committee
99.	(1)	A Committee may meet and adjourn as it thinks fit.	Committee to meet
	(2)	Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.	Questions at Committee meeting how decided
	(3)	In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.	Casting vote of Chairperson at Committee meeting
100.		All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.	Acts of Board or Committee valid notwithstanding defect of appointment
101.		Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.	Passing of resolution by circulation

Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer

Chief Executive Officer, etc.

102. (a) Subject to the provisions of the Act,—

A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.

Director may be chief executive officer, etc.

(b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

Registers

Statutory registers

103. The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

Foreign register

104. (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.

(b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

The Seal

The seal, its custody and use

105. (1) The Board shall provide for the safe custody of the seal.

Affixation of seal

(2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

Dividends and Reserve

106.		The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.	Company in general meeting may declare dividends
107.		Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.	Interim dividends
108.	(1)	The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.	Dividends only to be paid out of profits
	(2)	The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.	Carry forward of profits
109.	(1)	Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.	Division of profits
	(2)	No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.	Payments in advance
	(3)	All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.	Dividends to be apportioned
110.	(1)	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.	No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom

Retention of dividends

(2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.

Dividend how remitted

111. (1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

Instrument of payment

(2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

Discharge to Company

(3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

Receipt of one holder sufficient

112. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

No interest on dividends

113. No dividend shall bear interest against the Company.

Waiver of dividends

114. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

Accounts

Inspection by Directors

115. (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.

Restriction on inspection by members

(2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.

Winding up

Winding up of Company

116. Subject to the applicable provisions of the Act and the Rules made thereunder -

(a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

(b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity and Insurance

Directors and officers right to indemnity

117. (a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

(b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

Insurance

(c) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

General Power

General power

118. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

We, the several persons whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the company set opposite our respective names:

Sl. No.	Name, address, description and occupation of each subscriber	No. of equity shares taken by each subscribers	Signature of subscriber	Signature of witness with address, description and occupation
1.	Geeta Gupta W/o Sh. S. L. Gupta 67, Canara Appartments Sector – 13, Rohini – 85 Occupation – Profession	100 (One Hundred) Equity Shares	Sd/-	I Witness the signatures of both the subscriber who have signed in my presence. Sd/- (Shakar Lal Gupta)
2.	Rakesh Gupta S/o Sh. Ishri Prashad Gupta 67, Canara Appartments Sector – 13, Rohini – 85 Occupation – Service	100 (One Hundred) Equity Shares	Sd/-	
	Total	200 (Two Hundred) Equity Shares		

Place: NEW DELHI Dated: 18–1–96

NCLT / HIGH COURT ORDERS

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P. (CAA) 2019/MB/2018
IN
CSA NO. 123 OF 2018

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Section 234 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;

AND

In the matter of Scheme of Merger by Absorption of Digital18 Media Limited ("**First Transferor Company**") and Capital 18 Fincap Private Limited ("**Second Transferor Company**") and RVT Finhold Private Limited ("**Third Transferor** Company") and RRK Finhold Private Limited ("**Fourth Transferor Company**") and RRB Investments Private Limited ("**Fifth Transferor Company**") and Setpro 18 Distribution Limited ("**Sixth Transferor Company**") and REED Infomedia India Private Limited ("**Seventh Transferor Company**") and Web18 Software Services Limited ("**Eighth Transferor Company**") and Television Eighteen Media and Investments Limited ("**Ninth Transferor Company**") and Television Eighteen Mauritius Limited ("**Tenth Transferor Company**") and Web18 Holdings Limited ("**Eleventh Transferor Company**") and E-18 Limited ("**Twelfth Transferor Company**") and Network18 Holdings Limited ("**Thirteenth Transferor Company**") by Network18 Media & Investments Limited ("**Transferee**

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Company") and their respective Shareholders and Creditors (" **Scheme**").

Digital18 Media Limited ....**First Transferor Company/ First Petitioner Company**

AND

Capital18 Fincap Private Limited **..Second Transferor Company/ Second Petitioner Company**

AND

RVT Finhold Private Limited **Third Transferor Company/ Third Petitioner Company**

AND

RRK Finhold Private Limited. **..Fourth Transferor Company/ Fourth Petitioner Company**

AND

RRB Investments Private Limited **..Fifth Transferor Company/ Fifth Petitioner Company**

AND

Setpro18 Distribution Limited .... **Sixth Transferor Company/ Sixth Petitioner Company**

AND

REED Infomedia India Private Limited ...**Seventh Transferor Company/ Seventh Petitioner Company**

AND

Web18 Software Services Limited **....Eighth Transferor Company/ Eighth Petitioner Company**

AND

Network18 Media & Investments Limited **...Transferee Company/ Ninth Petitioner Company**

Order delivered on: 30th August, 2018

Coram:

Hon'ble Bhaskara Pantula Mohan, Member (J),

Hon'ble V. Nallasenapathy, Member (T)

For the Petitioner(s): Mr. Hemant Sethi a/w Mr. Suvaaankoor Das i/b Krishnamurthy & Co, Advocates for the Petitioners.

For Regional Director: Mr. S Ramakantha, Joint Director representing the office of the Regional Director.

Per: Bhaskara Pantula Mohan, Member (J)

ORDER

1. Heard learned counsel for the parties. No objector has come before this Hon'ble Tribunal to oppose the Scheme nor has any party controverted any averments made in the Petition.

2. The sanction of the Tribunal is sought under Sections 230 to 232 read with Section 234 and other applicable provisions of the Companies Act, 2013 to the Scheme of Merger by Absorption of Digital18 Media Limited and Capital18 Fincap Private Limited and RVT Finhold Private Limited and RRK Finhold Private Limited and RRB Investments Private Limited and Setpro18 Distribution Limited and REED Infomedia India Private Limited and Web18 Software Services Limited and Television Eighteen Media and Investments Limited and Television Eighteen Mauritius Limited and Web18 Holdings Limited and E-18 Limited and Network18 Holdings Limited by Network18 Media & Investments Limited and their respective Shareholders and Creditors.

3. Learned Counsel for the Petitioners states that the First Transferor Company is currently engaged in the business of printing and publishing business magazine, the Second Transferor Company is engaged in the business of investment and to carry on financial operations, trading business and commercial services, the Third Transferor Company is engaged in the business of investment, trading and commercial services, the Fourth, Fifth and Sixth Transferor Companies are engaged in the business of investment, trading and commercial services, the Seventh Transferor Company was incorporated to carry on the business of printers and publishers of journals, magazines, etc., the Eighth Transferor Company was incorporated to carry on the business of providing/ operating Internet services, web based electronic commerce and other allied services and the Ninth, Tenth, Eleventh, Twelfth and Thirteenth Transferor Companies are engaged in the business of investing in media and digital business. Learned Counsel for the Petitioners further states that the Transferee Company has its presence in several media and entertainment businesses directly and through its subsidiaries like general new channels in Hindi, English and other regional languages, business news channel in Hindi, English and Gujarati, general entertainment channels in Hindi, English and other regional languages, factual entertainment

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channels, printing and publishing magazines, digital business, content creation and production business and digital commerce business.

4. Learned Counsel for the Petitioners further states that the Scheme envisages merger by Absorption of the Transferor Companies with the Transferee Company and the merger by Absorption shall have the following benefits: a) The Transferor Companies are direct or indirect wholly owned subsidiaries of the Transferee Company. In order to effectively manage all the companies of the group it was decided to consolidate all the Transferor Companies and the Transferee Company into a single legal entity; b) Consolidation would result in several benefits including effective management of business, benefitting in synergy, economies of scale, attainment of efficiencies and cost competitiveness; c) rationalizing the group structure by reducing the number of legal entities so as to obtain significant cost savings and / or simplification benefits; and d) rationalization of multiple foreign subsidiaries in the group and ensure optimized legal entity structure more aligned with business.

5. The Petitioners have approved the said Scheme by passing respective Board Resolutions which are annexed to the Company Petitions.

6. The Learned Counsel appearing on behalf of the Petitioners states that the Petition has been filed in consonance with the order passed in Company Scheme Application No. 123 of 2018 of the Hon'ble Tribunal.

7. The Learned Counsel appearing on behalf of the Petitioners states that the Petitioners have complied with all requirements as per directions of the Hon'ble Tribunal and they have filed necessary Affidavits of compliance with Hon'ble Tribunal. Moreover, Petitioners undertake to comply with all statutory requirements, if any, as required under the Companies Act, 2013 and the Rules made there under. The said undertaking is accepted.

8. The Regional Director, Western Region, Mumbai has filed his Report dated June 21, 2018, stating therein that save and except as stated in paragraph IV of the said Report, it appears that the Scheme is not prejudicial to the interest of shareholders and public:-

(a) In addition to compliance of AS-14 (IND AS-103) the Transferee shall pass such accounting entries which are necessary in connection with the Scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8) etc.;

(b) (b) Part-A Definitions & Share Capital Clause - 1.9 of the scheme "Effective Date" means the date on which the last of the orders;

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sanctions, approvals, consents, conditions, matters or filings referred to in Clause 22.2 of this Scheme is complied with or obtained or waived, as the case maybe. Any references in this Scheme to the "date of coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date. In this regard, it is submitted that the "Effective Date" shall be as per provisions of section 232(6) of the Companies Act, 2013 and not as mentored in the above said clause of the Scheme.

(c) As regards Part-B, Clause 17 of the Scheme (Amendment to the Memorandum), and fee payable by the Transferee Company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013;

(d) Television Eighteen Media and Investments Limited (Ninth), Television Eighteen Mauritius Limited (Tenth), Web18 Holdings Limited (Eleventh), E-18 Limited (Twelfth) and Network18 Holdings Limited (Thirteenth) Transferor Companies, the transferor companies are situated in Mauritius, the FEMA Regulations/ RBI Guidelines if any applicable is to be complied with by the transferee/ transferor companies.

(e) Television Eighteen Media and Investments Limited (Ninth), Television Eighteen Mauritius Limited (Tenth), Web18 Holdings Limited (Eleventh), E-18 Limited (Twelfth) and Network18 Holdings Limited (Thirteenth) Transferor Companies are foreign companies incorporated in Mauritius. Further, the Registered Office of all the above-mentioned companies is situated in Ebene Esplanade, 24 Cybercity, Ebene, Mauritius and does not fall within the jurisdiction of this Hon'ble Tribunal. Accordingly, similar approvals be obtained by the above said Transferor Companies in accordance with the laws of Mauritius.

(f) Further, as per Part-B clause 6.1 The Mauritius Transferor Companies (except Eleventh Transferor Company) which are incorporated under the Mauritius Companies Act as a Category 1 Global Business Licensed company in Mauritius pursuant to the Financial Services Act, 2007 as amended need to be converted to a Category 2 Global Business Licensed company. Eleventh Transferor Company is incorporated under the Mauritius Companies Act and holds a Category 2 Global Business License issued by the Financial Services Commission pursuant to the Financial Services Act, 2007.

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Accordingly, as per laws of Mauritius, other transferor companies are to be converted in to Category 2 Global Business Licensed company is a condition precedent.

9. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (a) of his report is concerned, Transferee Company through their Counsel undertakes that in addition to compliance of AS-14 (IND AS-103), the Transferee Company shall pass such Accounting entries which are necessary in connection with the Scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8) etc., to the extent applicable.

10. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (b) of his report are concerned, Petitioners through its Counsel submit that the Scheme shall become effective on the date when the certified copy of the Order is filed with the Registrar of Companies and shall be deemed to be effective from the Appointed Date, i.e. April 1, 2016.

11. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (c) of his report is concerned, the Transferee Company through their Counsel undertakes that Clause 17 of the Scheme (Amendment to the Memorandum), and fee payable by the Transferee Company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013.

12. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (d) of the report is concerned, the Petitioners through their Counsel submit that all the FEMA Regulations/ RBI Guidelines, if any applicable has been complied with by the Transferee/ Transferor Companies.

13. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (e) the Transferee Company through its Counsel undertakes that the Ninth to Thirteenth Transferor Companies will obtain requisite approvals, if any, under the laws of Mauritius.

14. Apropos observation of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (f) of his report is concerned, Petitioners through its Counsel states that the Ninth to Thirteenth Transferor Companies have obtained Category 2 Global Business License pursuant to the amendment to the Financial Services Act, 2007 and has filed an Additional Affidavit dated August 23, 2018 bringing on record the same.

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15. The observations made by the Regional Director have been explained by the Petitioners in Para 9 to 14 above. The clarifications and undertakings given by the Petitioners are accepted.

16. The Official Liquidator has filed his report July 26, 2018 *inter alia*, stating therein that the affairs of the Transferor Company have been conducted in a proper manner and that the Transferor Companies may be ordered to be dissolved without being wound up.

17. From the material on record, the Scheme appears to be fair, reasonable and is not violative to any provisions of law nor is contrary to public interest.

18. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition No. 2019 of 2018 is made absolute in terms of prayer clause (a) for the Transferee Company and prayer clause (b) for the First to Eighth Transferor Companies.

19. Petitioners are directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with e-Form INC-28, in addition to physical copy, within 30 days from the date of receipt of the order from the Registry.

20. The Transferee Company to lodge a copy of this order and the Scheme duly certified by the Assistant Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, within a period of 60 days from the date of receipt of the order.

21. Petitioners to pay costs of Rs. 25,000/- each to the Regional Director, Western Region, Mumbai. The First to Eighth Petitioner Companies to pay costs of Rs.25,000/- each to the Official Liquidator, High Court, Bombay.

22. Costs to be paid within four weeks from the date of the receipt of the order.

23. All authorities concerned to act on a copy of this order along with the Scheme duly certified by the Assistant Registrar, National Company Law Tribunal, Mumbai Bench.

Certified True Copy
Date of Application 30.08.2018
Number of Pages ~~7~~ 7
Fee Paid Rs. SD/- 35
Applicant called for collection copy on 26.10.2018
Copy prepared on V. Nallasenapathy 26.10.2018
Copy Issued on 26.10.2018
Member (T)

Assistant Registrar
National Company Law Tribunal, Mumbai Bench

SD/-
Bhaskara Pantula Mohan
Member (J)

SCHEME OF MERGER BY ABSORPTION

OF

DIGITAL18 MEDIA LIMITED ("FIRST TRANSFEROR COMPANY")

AND

CAPITAL18 FINCAP PRIVATE LIMITED ("SECOND TRANSFEROR COMPANY")

AND

RVT FINHOLD PRIVATE LIMITED ("THIRD TRANSFEROR COMPANY")

AND

RRK FINHOLD PRIVATE LIMITED ("FOURTH TRANSFEROR COMPANY")

AND

RRB INVESTMENTS PRIVATE LIMITED ("FIFTH TRANSFEROR COMPANY")

AND

SETPRO18 DISTRIBUTION LIMITED ("SIXTH TRANSFEROR COMPANY")

AND

REED INFOMEDIA INDIA PRIVATE LIMITED ("SEVENTH TRANSFEROR COMPANY")

AND

WEB18 SOFTWARE SERVICES LIMITED ("EIGHTH TRANSFEROR COMPANY")

AND

राष्ट्रीय कम्पनी विधि अधिकरण
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TELEVISION EIGHTEEN MEDIA AND INVESTMENTS LIMITED ("NINTH TRANSFEROR COMPANY")

AND

TELEVISION EIGHTEEN MAURITIUS LIMITED ("TENTH TRANSFEROR COMPANY")

AND

WEB18 HOLDINGS LIMITED ("ELEVENTH TRANSFEROR COMPANY")

AND

E-18 LIMITED ("TWELFTH TRANSFEROR COMPANY")

AND

NETWORK18 HOLDINGS LIMITED ("THIRTEENTH TRANSFEROR COMPANY")

BY

NETWORK18 MEDIA & INVESTMENTS LIMITED ("TRANSFEREE COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

Under Sections 230 to 232 read with Section 234 and other applicable provisions of the Companies Act 2013

राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
सत्यमेव जयते
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PREAMBLE

This Scheme of Merger by Absorption (hereinafter referred to as "the Scheme") is presented under Sections 230 to 232 read with Section 234 and other applicable provisions of the Companies Act 2013 ("the Act") for the absorption of Digital18 Media Limited, Capital18 Fincap Private Limited, RVT Finhold Private Limited, RRK Finhold Private Limited, RRB Investments Private Limited, Setpro18 Distribution Limited, Reed Infomedia India Private Limited, Web18 Software Services Limited, Television Eighteen Media And Investments Limited, Television Eighteen Mauritius Limited, Web18 Holdings Limited, E-18 Limited and Network18 Holdings Limited by Network18 Media & Investments Limited. This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

DESCRIPTION OF COMPANIES

- **Digital18 Media Limited** (hereinafter referred to as the "**First Transferor Company**"), is an unlisted public company limited by shares incorporated on April 16, 2007 under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U22130MH2007PLC274705 and PAN: AACCD6006E. The First Transferor Company is a wholly owned subsidiary of Network18 Media & Investments Limited, (the "Transferee Company"), since the entire paid up equity share capital of the First Transferor Company is held by the Transferee Company and its nominees. The First Transferor Company is engaged in the business of printing and publishing business magazine.

- **Capital18 Fincap Private Limited** (hereinafter referred to as the "**Second Transferor Company**"), is a private company limited by shares incorporated on July 07, 2006 under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U65923MH2006PTC281472 and PAN: AACCV2856L. The

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Second Transferor Company s a wholly owned subsidiary of the Transferee Company, since the entire paid up equity share capital of the Second Transferor Company is held by the Transferee Company and its nominees. The Second Transferor Company is engaged in the business of investment and to carry on financial operations, trading business and commercial services.

- **RVT Finhold Private Limited** (hereinafter referred to as the "**Third Transferor Company**"), is a private company limited by shares incorporated on January 16, 2008 under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U65923MH2008PTC273537 and PAN: AADCR8466P. The Third Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid up equity share capital of the Third Transferor Company is held by the Second Transferor Company and its nominees which is in turn wholly owned subsidiary of the Transferee Company. The Third Transferor Company is engaged in the business of investment, trading and commercial services.

- **RRK Finhold Private Limited** (hereinafter referred to as the "**Fourth Transferor Company**"), is a private company limited by shares incorporated on August 30, 2007 under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U65923MH2007PTC273463 and PAN: AADCR7170G.The Fourth Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid up equity share capital of the Fourth Transferor Company is held by the Second Transferor Company and its nominees which is in turn wholly owned subsidiary of the Transferee Company. The Fourth Transferor Company is engaged in the business of investment, trading and commercial services.

- **RRB Investments Private Limited** (hereinafter referred to as the "**Fifth Transferor Company**"), is a private company limited by shares incorporated on June

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12, 2007 under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U65923MH2007PTC274713 and PAN: AADCR6655A .The Fifth Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid up equity share capital of the Fifth Transferor Company is held by the Second Transferor Company and its nominees which is in turn wholly owned subsidiary of the Transferee Company. The Fifth Transferor Company is engaged in the business of investment, trading and commercial services.

- **Setpro18 Distribution Limited** (hereinafter referred to as the "**Sixth Transferor Company**"), is an unlisted public company limited by shares incorporated on September 28, 1993 under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U74899MH1993PLC273530 and PAN: AAACS2364L. The Sixth Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid up equity share capital of the Sixth Transferor Company is held by the Second Transferor Company and its nominees which is in turn wholly owned subsidiary of the Transferee Company. The Sixth Transferor Company is engaged in the business of investment, trading and commercial services.

- **Reed Infomedia India Private Limited** (hereinafter referred to as the "**Seventh Transferor Company**"), is a private company limited by shares incorporated on March 30, 2006 under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U22110MH2006PTC160864 and PAN: AADCR2986G . The Seventh Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid up equity share capital of the Seventh Transferor Company is held by the Second Transferor Company and its nominees which is in turn wholly owned subsidiary of the Transferee Company. The Seventh Transferor

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Company was incorporated to carry on the business of printers and publishers of journals, magazines, etc.

- **Web18 Software Services Limited** (hereinafter referred to as the "**Eighth Transferor Company**"), is a public company limited by shares incorporated on July 10, 2006 under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U72200MH2006PLC274714 and PAN: AAACW6640D. The Eighth Transferor Company is a wholly owned subsidiary of the Twelfth Transferor Company, since the entire paid up equity share capital of the Eighth Transferor Company is held by the Twelfth Transferor Company and its nominees. Since, the Twelfth Transferor Company is wholly owned subsidiary of the Transferee Company, the Eighth Transferor Company is also a wholly owned subsidiary of the Transferee Company. The Eighth Transferor Company was incorporated to carry on the business of providing / operating Internet services, web based electronic commerce and other allied services.

- **Television Eighteen Media And Investments Limited** (hereinafter referred to as the "**Ninth Transferor Company**"), is a company incorporated under the Companies Act of Mauritius, 2001 and having its registered office at Ebene Esplanade, 24 Cybercity, Ebene, Mauritius. The Ninth Transferor Company is a wholly owned subsidiary of the Transferee Company since entire paid up share capital of the Ninth Transferor Company is held by the Transferee Company and its nominees. The Ninth Transferor Company is a foreign company situated in Mauritius. The Company is engaged in the business of investing in media and digital business.

- **Television Eighteen Mauritius Limited** (hereinafter referred to as the "**Tenth Transferor Company**") is a company incorporated under the Companies Act of Mauritius and having its registered office at Ebene Esplanade, 24 Cybercity, Ebene, Mauritius. The Tenth Transferor Company is a wholly owned subsidiary of the

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Transferee Company, since the entire paid up share capital of the Tenth Transferor Company is held by the Transferee Company and its nominees. The Tenth Transferor Company is a foreign company situated in Mauritius. The Company is engaged in the business of investing in media and digital business.

- **Web18 Holdings Limited** (hereinafter referred to as the "**Eleventh Transferor Company**") was incorporated as a company under the Companies Act of Cyprus and has been re-domiciled to Mauritius as a GBL2 company in accordance with the provisions under the Companies Act of Mauritius and having its registered office at Ebene Esplanade, 24 Cybercity, Ebene, Mauritius. The Eleventh Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid up share capital of the Eleventh Transferor Company is held by the Ninth Transferor Company and the Tenth Transferor Company and its nominees which are in turn wholly owned subsidiaries of the Transferee Company. The Eleventh Transferor Company is a foreign company situated in Mauritius. The Company is engaged in the business of investing in media and digital business.

- **E-18 Limited** (hereinafter referred as the "**Twelfth Transferor Company**") was incorporated as a company under the Companies Act of Cyprus and has been re-domiciled to Mauritius as a GBL1 company in accordance with the provisions under the Companies Act of Mauritius and having its registered office at Ebene Esplanade, 24 Cybercity, Ebene, Mauritius. The Twelfth Transferor Company is a wholly owned subsidiary of the Eleventh Transferor Company, since entire paid up share capital of the Twelfth Transferor Company is held by the Eleventh Transferor Company and its nominees. Since, the Eleventh Transferor Company is wholly owned subsidiary of the Transferee Company, the Twelfth Transferor Company is also a wholly owned subsidiary of the Transferee Company. The Twelfth Transferor Company is a foreign company situated in Mauritius. The Company is engaged in the business of investing in media and digital business.

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- **Network18 Holdings Limited** (hereinafter referred to as the "**Thirteenth Transferor Company**") is a company incorporated under the Companies Act of Mauritius and having its registered office at 5th Floor, Ebene Esplanade, 24 Cybercity, Ebene, Mauritius. The Thirteenth Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid up share capital of the Thirteenth Transferor Company is held by the Transferee Company and its nominees. The Thirteenth Transferor Company is a foreign company situated in Mauritius. The Company is engaged in the business of investing in media and digital business.

- **Network18 Media & Investments Limited,** the Transferee Company, is a public company limited by shares incorporated on February 16, 1996 under the provisions of the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: L65910MH1996PLC280969 and PAN: AABCS2472G. The Transferee Company is listed on BSE Ltd. and National Stock Exchange of India Ltd. (together referred to be as the "**Stock Exchanges**"). The Transferee Company is group holding company and has presence in several media and entertainment businesses directly and through its subsidiaries like general news channels in Hindi, English and other regional languages, business news channels in Hindi, English and Gujarati, general entertainment channels in Hindi, English and other regional languages, factual entertainment channels, printing and publishing magazines, digital business, content creation and production business and digital commerce business.

RATIONALE FOR THE SCHEME

All Transferor Companies are direct or indirect wholly-owned subsidiaries, of the Transferee Company. In order to consolidate and effectively manage the businesses of the Transferor Companies and the Transferee Company in a single entity, which will provide several benefits including synergy, economies of scale, attain efficiencies and cost competitiveness, it is intended that the Transferor Companies be merged with the

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Transferee Company. The rationale for the Scheme of Merger by Absorption of the Transferor Companies by the Transferee Company would, *inter alia*, have the following benefits:

i. Rationalizing the group structure by reducing the number of legal entities so as to obtain significant cost savings and / or simplification benefits; and
ii. Rationalisation of multiple foreign subsidiaries in the group and ensure optimized legal entity structure more aligned with business.

In view of the aforesaid, the Board of Directors of the Transferee Company and the Transferor Companies have considered and proposed the Merger by absorption of the entire undertaking and business of the Transferor Companies by the Transferee Company. Accordingly, the Board of Directors of the Transferee Company and the Transferor Companies have formulated this Scheme for the transfer and vesting of the entire undertaking and business of the Transferor Companies into the Transferee Company pursuant to the provisions of Sections 230 to 232 read with Section 234 and other applicable provisions of the Act.

PARTS OF THE SCHEME

The Scheme is divided into following parts:

- Part A – Deals with the Definitions, Share Capital and date of operation of the Scheme
- Part B – Deals with Merger by absorption of the Transferor Companies by the Transferee Company; and
- Part C – Deals with general terms and conditions applicable to the Scheme.

PART A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

1.1 **"Act" or "the Act"** means the Companies Act, 2013 and rules and regulations made thereunder, and includes any statutory re-enactment or amendments(s) thereto, from time to time and also includes any other relevant provisions of the Companies Act 1956 for the time being in force.

1.2 **"Appointed Date"** means the 1st day of April 2016.

1.3 **"Appropriate Authority"** means any governmental, statutory, regulatory, departmental or public body or authority of the Relevant Jurisdiction, including SEBI, Stock Exchanges, Registrar of Companies, Regional Director, Official Liquidator, Reserve Bank of India, Foreign Investment and Promotion Board of India, Company Law Board, National Company Law Tribunal and Courts of Mauritius and India in each case the Tribunal / Court in relation to India and relevant competent authorities in relation to Mauritius.

1.4 **"Board of Directors"** means Board of Directors of the Transferor Companies and the Transferee Company or any committee constituted by such Board of Directors for the purpose of this Scheme.

1.5 **"Capital18" or "Second Transferor Company"** means Capital18 Fincap Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U65923MH2006PTC281472.

1.6 **"Courts" or "the Courts" or "the Tribunal"** means the National Company Law Tribunal, Mumbai bench as applicable or such other forum or Appropriate Authority as may be vested with any of the powers to sanction the present Scheme under the Act.

1.7 **"Digital18" or "First Transferor Company"** means Digital18 Media Limited, a company incorporated under the Companies Act, 1956 and having its registered

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office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U22130MH2007PLC274705.

1.8 **"E18" or "Twelfth Transferor Company"** means E-18 Limited is a company incorporated under the Companies Act of Mauritius and having its registered office at Ebene Esplanade, 24 Cybercity, Ebene, Mauritius.

1.9 **"Effective Date"** means the date on which the last of the orders, sanctions, approvals, consents, conditions, matters or filings referred to in Clause 22.2 of this Scheme is complied with or obtained or waived, as the case maybe. Any references in this Scheme to the "date of coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.

1.10 **"Indian Transferor Companies"** means and refers collectively to the First Transferor Company, the Second Transferor Company, the Third Transferor Company, the Fourth Transferor Company, the Fifth Transferor Company, the Sixth Transferor Company, the Seventh Transferor Company and the Eighth Transferor Company.

1.11 **"Law"** means any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, notice, order, decree, bye-law, Governmental Approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question in India and Mauritius, as the case may be.

1.12 **"Mauritius Act"** means the Mauritius Companies Act, 2001 and other applicable laws and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force.

1.13 **"Mauritius Transferor Companies"** means and refers collectively the Ninth Transferor Company, the Tenth Transferor Company, the Eleventh Transferor Company, the Twelfth Transferor Company and the Thirteenth Transferor Company.

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1.14 **"Merger by absorption"** means the amalgamation of the Transferor Companies by the Transferee Companies in accordance with Section 2(1B) of the Income Tax Act, 1961, and the restructuring contemplated by the Scheme in terms of Part B of the Scheme.

1.15 **"Network18" or "Transferee Company"** means Network18 Media & Investments Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: L65910MH1996PLC280969.

1.16 **"Network18 Holdings" or "Thirteenth Transferor Company"** means Network18 Holdings Limited, a company in Mauritius and having its registered office at 5th Floor, Ebene Esplanade, 24 Cybercity, Ebene, Mauritius.

1.17 **"Reed Infomedia" or "Seventh Transferor Company"** means Reed Infomedia India Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U74899MH1993PLC273530.

1.18 **"RRB Investments" or "Fifth Transferor Company"** means RRB Investments Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U65923MH2007PTC274713.

1.19 **"RRK Finhold" or "Fourth Transferor Company"** means RRK Finhold Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U65923MH2007PTC273463.

1.20 **"RVT Finhold" or "Third Transferor Company"** means RVT Finhold Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U65923MH2008PTC273537.

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1.21 **"Scheme"** means this Scheme of Merger by absorption, *inter alia,* for the absorption of the Transferor Companies by the Transferee Company in its present form, submitted to the Appropriate Authority for sanction or this Scheme with such modification(s), if any, made as per Clause 21 of this Scheme.

1.22 **"SEBI Circular"** means Circular No. CFD/DIL3/2017/21 dated March 10, 2017 issued by SEBI, as amended or replaced from time to time.

1.23 **"SEBI"** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.

1.24 **"Setpro18" or "Sixth Transferor Company"** means Setpro18 Distribution Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U74899MH1993PLC273530.

1.25 **"TEMIL" or "Ninth Transferor Company"** means Television Eighteen Media And Investments Limited, a company incorporated in Mauritius and having its registered office at Ebene Esplanade, 24 Cybercity, Ebene, Mauritius.

1.26 **"TEML" or "Tenth Transferor Company"** means Television Eighteen Mauritius Limited, a company incorporated in Mauritius and having its registered office at Ebene Esplanade, 24 Cybercity, Ebene, Mauritius.

1.27 **"Transferor Companies"** means collectively Indian Transferor Companies and Mauritius Transferor Companies.

1.28 **"Undertaking"** means the whole of the undertaking of the Transferor Companies, as a going concern, including:

a) all their assets (including investments), properties (whether movable or immovable, tangible or intangible, personal, corporeal or incorporeal, present, future or contingent) including rights, if any, in licences, permits whether recorded in the books or not (hereinafter referred to as "the said **Assets**").

b) all secured (if any) and unsecured debts, outstanding, liabilities, contingent liabilities, duties and obligations (if any) of the Transferor Companies and

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all other obligations of whatsoever kind whether recorded in the books or not (hereinafter referred to as "the said **Liabilities**").

c) Without prejudice to the generality of sub-clauses (a) and (b) above, the Undertaking of the Transferor Companies shall include all their secured and unsecured debts, borrowings, liabilities including deferred tax liabilities (if any), duties and obligations and all the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible (including, but not limited to, trademarks, copyrights, trade names, brand names, corporate names, logos, goodwill, business methodologies, etc.), present or contingent, all fixed assets, current assets, deferred tax assets (if any), investments, reserves, provisions, funds, Demat accounts with the Depositories (if any), Banks, etc., all the licenses / permits, registrations including registrations obtained under local or central statutes and / or regulations made under such statutes, benefits of agreements, contracts and arrangements, including insurance contracts, deposits, reserves, provisions, advances, receivables, funds, cash, bank balances, accounts and all other rights, claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies, as on the Appointed Date.

d) All agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions (including but not limited to direct and indirect tax concessions of any nature whatsoever), grants, rights, claims, leases, tenancy rights, liberties, and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Companies.

e) Entitlements held by the Transferor Companies or which may accrue or become due to it as on the Appointed Date or to which it may become so due or entitled to thereafter.

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f) Amounts claimed by the Transferor Companies whether or not so recorded in their respective books of accounts from any Governmental Authority, under any Law, Act or Rule in force, as refund of any tax, duty, cess or of any excess payment.

g) Right to any claim made or not preferred by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any Law, Act or Rule or Scheme made by the Governmental Authority, and in respect of set-off, carry forward or un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, or any other or like benefits under the said Acts or under and in accordance with any Law or Act and tax credits (including but not limited to credits in respect of income-tax, tax on book profits, MAT credit, value added tax, sales tax, service tax, excise duty, goods and service tax, etc.).

1.29 **"USD"** means US Dollar which implies the currency used in the United States of America.

1.30 **"Web18 Holding" or "Eleventh Transferor Company"** means Web18 Holdings Limited, a company incorporated in Mauritius and having its registered office at Ebene Esplanade, 24 Cybercity, Ebene, Mauritius.

1.31 **"Web18 Software" or "Eighth Transferor Company"** means Web18 Software Services Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U72200MH2006PLC274714.

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

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2. In this Scheme, unless the context otherwise requires:

a) words denoting the singular shall include the plural and vice versa;

b) references in this Scheme to the date of "coming into effect of this Scheme" shall mean the Effective Date;

c) headings and bold typefaces are only for convenience and shall be ignored for the purpose of interpretation;

d) references to the word "include" or "including" shall be construed without limitation;

e) a reference to a clause, section or part is, unless indicated to the contrary, a reference to a clause, section or part of this Scheme;

f) unless otherwise defined, the reference to the word "days" shall mean calendar days;

g) reference to a document includes an amendment or supplement to, or replacement or novation of that document; and

h) word(s) and expression(s) elsewhere defined in the Scheme shall have the meaning(s) respectively ascribed to them.

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

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out here in its present form or with any modification(s) approved or imposed or directed by the Tribunal or in terms of this Scheme shall take effect from the Appointed Date but shall be operative from the Effective Date.

4. SHARE CAPITAL

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4.1 The share capital structure of the First Transferor Company as on March 31, 2017, is as follows:

Particulars	Amount (Rs.)
Authorised Share Capital	
20,00,000 Equity Shares of Rs. 10/- each	2,00,00,000/-
Total	**2,00,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
50,000 Equity Shares of Rs. 10/- each	5,00,000/-
Total	**5,00,000**

There has been no change in the issued, subscribed and paid-up share capital of the First Transferor Company subsequent to March 31, 2017.

4.2 The share capital structure of the Second Transferor Company as on March 31, 2017, is as follows:

Particulars	Amount (Rs.)
Authorised Share Capital	
10,00,000 Equity Shares of Rs. 10/- each	1,00,00,000/-
50,00,000 Non-Cumulative Optionally Fully Convertible Preference Shares of Rs. 10/- each carrying dividend of 15% p.a.	5,00,00,000/-
Total	**6,00,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
10,000 Equity Shares of Rs. 10/- each	1,00,000/-
2,548,000 Non-Cumulative Optionally Fully Convertible Preference Shares of Rs. 10/- each carrying dividend of 15% p.a.	25,480,000/-

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Total	**2,55,80,000**

There has been no change in the issued, subscribed and paid-up share capital of the Second Transferor Company subsequent to March 31, 2017.

4.3 The share capital structure of the Third Transferor Company as on March 31, 2017, is as follows:

Particulars	**Amount (Rs.)**
Authorised Share Capital	
10,000 Equity Shares of Rs. 10/- each	1,00,000 /-
1,990,000 Preference Shares of Rs. 10/- each	1,99,00,000/-
Total	**2,00,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
10,000 Equity Shares of Rs. 10/- each	1,00,000 /-
Total	**1,00,000/-**

There has been no change in the issued, subscribed and paid-up share capital of the Third Transferor Company subsequent to March 31, 2017.

4.4 The share capital structure of the Fourth Transferor Company as on March 31, 2017, is as follows:

Particulars	**Amount (Rs.)**
Authorised Share Capital	
10,000 Equity Shares of Rs. 10/- each	1,00,000/-
1,990,000 Preference Shares of Rs. 10/- each	1,99,00,000/-
Total	**2,00,00,000/-**

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Issued, Subscribed and Paid-up Share Capital	
10,000 Equity Shares of Rs. 10/- each	1,00,000 /-
Total	**1,00,000/-**

There has been no change in the issued, subscribed and paid-up share capital of the Fourth Transferor Company subsequent to March 31, 2017.

4.5 The share capital structure of the Fifth Transferor Company as on March 31, 2017, is as follows:

Particulars	**Amount (Rs.)**
Authorised Share Capital	
2,00,90,000 Equity Shares of Rs. 10/- each	20,09,00,000/-
2,59,90,000 Preference Shares of Rs. 10/- each	25,99,00,000/-
Total	**46,08,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
10,000 Equity Shares of Rs. 10/- each	1,00,000/-
20,00,000 0.01% Optionally Fully Convertible Preference Shares of Rs. 10/- each	2,00,00,000/-
Total	**2,01,00,000/-**

There has been no change in the issued, subscribed and paid-up share capital of the Fifth Transferor Company subsequent to March 31, 2017.

4.6 The share capital structure of the Sixth Transferor Company as on March 31, 2017, is as follows:

Particulars	**Amount (Rs.)**

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Authorised Share Capital	
3,40,000 Equity Shares of Rs. 10/- each	34,00,000/-
Total	**34,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
3,40,000 Equity Shares of Rs. 10/- each	34,00,000/-
Total	**34,00,000/-**

There has been no change in the issued, subscribed and paid-up share capital of the Sixth Transferor Company subsequent to March 31, 2017.

4.7 The share capital structure of the Seventh Transferor Company as on March 31, 2017, is as follows:

Particulars	**Amount (Rs.)**
Authorised Share Capital	
2,00,00,000 Equity Shares of Rs. 10/- each	20,00,00,000/-
Total	**20,00,00,000/-**
Issued, Subscribed and paid-up Share Capital	
1,00,00,000 Equity Shares of Rs. 10/- each	10,00,00,000/-
Total	**10,00,00,000/-**

There has been no change in the issued, subscribed and paid-up share capital of the Seventh Transferor Company subsequent to March 31, 2017.

4.8 The share capital structure of the Eighth Transferor Company as on March 31, 2017, is as follows:

Particulars	**Amount (Rs.)**

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Authorised Share Capital	
5,00,000 Equity Shares of Rs. 10/- each	50,00,000/-
60,00,000 14% Cumulative Optionally Redeemable Convertible Preference Shares of Rs. 10/- each	6,00,00,000/-
Total	**6,50,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
4,91,489 Equity Shares of Rs. 10/- each	49,14,890/-
5,61,880 14% Cumulative Optionally Redeemable Convertible Preference Shares of Rs. 10/- each	56,18,800/-
Total	**1,05,33,690/-**

There has been no change in the issued, subscribed and paid-up share capital of the Eighth Transferor Company subsequent to March 31, 2017.

4.9 The share capital structure of the Ninth Transferor Company as on March 31, 2017, is as follows:

Particulars	**Amount (USD)**
Issued, Subscribed and Paid-up Share Capital	
1,00,001 Equity Shares of USD 1/- each	1,00,001/-
4,91,18,691 Optionally Convertible Preference Shares of USD 1/- each	4,91,18,691/-
Total	**4,92,18,692/-**

There has been no change in the issued, subscribed and paid-up share capital of the Ninth Transferor Company subsequent to March 31, 2017.

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4.10 The share capital structure of the Tenth Transferor Company as on March 31, 2017, is as follows:

Particulars	Amount (USD)
Issued, Subscribed and Paid-up Share Capital	
1,22,95,000 Equity Shares of USD 1/- each	1,22,95,000/-
Total	**1,22,95,000/-**

There has been no change in the issued, subscribed and paid-up share capital of the Tenth Transferor Company subsequent to March 31, 2017.

4.11 The share capital structure of the Eleventh Transferor Company as on March 31, 2017, is as follows:

Particulars	Amount (USD)
Issued, Subscribed and Paid-up Share Capital	
10,72,48,888 Class A Equity Shares of USD 0.00374/- each	4,01,111/-
57,20,095 Class B Equity Shares of USD 0.00374/- each	21,392/-
1,26,12,307 Preference Shares of USD 0.00374/- each	47,170/-
Total	**4,69,673/-**

There has been no change in the issued, subscribed and paid-up share capital of the Eleventh Transferor Company subsequent to March 31, 2017.

4.12 The share capital structure of the Twelfth Transferor Company as on March 31, 2017, is as follows:

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Particulars	Amount (USD)
Issued, Subscribed and Paid-up Share Capital	
2,07,870 Equity Shares of USD 1/- each	2,07,870 /-
Total	**2,07,870/-**

There has been no change in the issued, subscribed and paid-up share capital of the Twelfth Transferor Company subsequent to March 31, 2017.

4.13 The share capital structure of the Thirteenth Transferor Company as on March 31, 2017, is as follows:

Particulars	Amount (USD)
Issued, Subscribed and Paid-up Share Capital	
15,00,000 Equity Shares of USD 1/- each	15,00,000/-
Total	**15,00,000/-**

There has been no change in the issued, subscribed and paid-up share capital of the Thirteenth Transferor Company subsequent to March 31, 2017.

4.14 The share capital structure of the Transferee Company as on March 31, 2017, is as follows:

Particulars	Amount (Rs.)
Authorised Share Capital	
5,00,00,00,000 Equity Shares of Rs. 5/- each	2500,00,00,000/-
11,00,000 Preference Shares of Rs. 100/- each	11,00,00,000/-
1,05,00,000 Preference Shares of Rs. 200/- each	210,00,00,000/-

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1,55,00,000 Preference Shares of Rs. 10/- each	15,50,00,000/-
Total	**2736,50,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
1,04,69,48,519 Equity Shares of Rs. 5/- each	523,47,42,595/-
Total	**523,47,42,595/-**

There has been no change in the issued, subscribed and paid-up share capital of the Transferee Company subsequent to March 31, 2017.

PART B

MERGER BY ABSORPTION OF THE TRANSFEROR COMPANIES BY THE TRANSFEREE COMPANY

5. MERGER BY ABSORPTION OF THE TRANSFEROR COMPANIES

Generally

5.1 Upon coming into effect of the Scheme and with effect from the Appointed Date, the whole of the Undertakings of all the Transferor Companies shall, pursuant to the sanction of this Scheme and pursuant to the applicable provisions of the Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, each as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, on and from the Appointed Date, the Undertakings of the Transferee Company by virtue of and in the manner provided in this Scheme.

Transfer of Assets and liabilities

Without prejudice to the generality of Clause 5.1 above, on the coming into effect of this Scheme and with effect from the Appointed Date:

5.2 In respect of such of the assets and Undertaking of the Transferor Companies as are movable in nature or are otherwise capable of transfer by manual delivery or

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by endorsement and delivery, wherever located, the same may be so transferred by the Transferor Companies and shall become the property of the Transferee Company.

5.3 In respect of such of the assets and Undertaking belonging to the Transferor Companies other than those referred to in sub-clause 5.2 above, the same shall (as more particularly provided in sub-clause 5.1 above) without any further act, instrument or deed, stand transferred to and vested in the Transferee Company and / or be deemed to be transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 232 of the Act.

5.4 All assets (including investments), estates, rights, title, interest and authorities acquired by the Transferor Companies after the Appointed Date and prior to the Effective Date for operation of the Transferor Companies shall also stand transferred to and vested in the Transferee Company upon the Scheme coming into effect.

5.5 Upon the Scheme coming into effect and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Companies, to which the Transferor Companies are parties or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto.

5.6 Without prejudice to the other provisions of the Scheme and notwithstanding the fact that vesting of the Transferor Companies occurs by virtue of Part B of this Scheme itself, the Transferee Company may, at any time after coming into effect

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of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Companies are parties or any writings as may be necessary to be executed. The Transferee Company shall, under the provisions of Part B of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

5.7 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the Scheme coming into effect, all insurance claims and policies, consents, permissions, licenses, approvals, certificates, clearances, authorities given by, issued to or executed in favour of the Transferor Companies and all approvals, intellectual property and all other interests relating to the Transferor Companies, be transferred to and vested in the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company.

5.8 With effect from the Appointed Date the said Liabilities, if any, and any accretions and additions or decretion thereto after the Appointed Date shall also stand transferred to or deemed to be transferred to without any further act or instrument or deed to the Transferee Company and further it shall not be necessary to obtain the consent of any third party or other person who is party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.

5.9 Upon this Scheme coming into effect, any loan or other obligation due between the Transferor Companies and the Transferee Company, if any (arising out of any

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arrangement, including, but not limited to the issuance of convertible securities by any of the Transferor Companies to another or by any of the Transferor Companies to the Transferee Company), shall stand discharged, the said loan, obligation or convertible securities shall be correspondingly extinguished, and there shall be no liability in that behalf with effect from the Appointed Date.

5.10 Where any of the liabilities and obligations of the Transferor Companies as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Companies after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

5.11 It is clarified that the Scheme shall not in any manner affect the rights and interests of the creditors of the Transferor Companies or be deemed to be prejudicial to their interests.

6. PROCEDURE RELATING TO THE MAURITIUS TRANSFEROR COMPANIES UNDER THE LAWS OF MAURITIUS

6.1 The Mauritius Transferor Companies (except Eleventh Transferor Company) which are incorporated under the Mauritius Companies Act as a Category 1 Global Business Licensed company in Mauritius pursuant to the Financial Services Act, 2007 as amended need to be converted to a Category 2 Global Business Licensed company. Eleventh Transferor Company is incorporated under the Mauritius

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Companies Act and holds a Category 2 Global Business License issued by the Financial Services Commission pursuant to Financial Services Act, 2007.

6.2 In terms of Mauritius law, a company holding a Category 2 Global Business License can amalgamate with one or more companies incorporated under the laws of a jurisdiction other than that of Mauritius where the merger is permitted by the laws of such jurisdiction. Accordingly, Mauritius Transferor Companies (except Eleventh Transferor Company) would be converted into a Category 2 Global Business License company.

6.3 The Board of Directors of the Mauritius Transferor Companies have passed a resolution on 16th January, 2017 approving the Scheme.

6.4 In terms of paragraph 4(2)(a) of part II of the fourteenth schedule to the Mauritius Companies Act, the Mauritius Transferor Companies are required to comply with the laws of Mauritius and the Transferee Company will have to comply with the laws of India regarding the Merger by absorption of the Mauritius Transferor Companies by the Transferee Company.

6.5 In terms of paragraph 4(2)(b) of part II of the fourteenth schedule to the Mauritius Companies Act, the Transferee Company, being incorporated under the laws of a jurisdiction other than that of Mauritius, must submit the following to the Registrar of Companies in Mauritius ("ROC Mauritius") in relation to the merger of the Mauritius Transferor Companies with the Transferee Company:

a) An agreement that a service of process may be effected on it in Mauritius in respect of proceedings for the enforcement of any claim, debt, liability or obligation, if any, of a constituent company (being the Mauritius Transferor Companies) incorporated under the Mauritius Companies Act or in respect of proceedings for the enforcement of the rights of a dissenting member of

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a constituent company incorporated under the Mauritius Companies Act against the surviving company being the Transferee Company.

b) An irrevocable appointment of the registrar of the Mauritius Transferor Companies as its agent to accept service of process in proceedings referred to in sub-clause (a) above.

c) An agreement that the Transferee Company shall promptly pay to the dissenting members, if any, of any Mauritius Transferor Companies incorporated under the Mauritius Companies Act, the amount, if any, to which they are entitled under the Mauritius Companies Act, with respect to the rights of dissenting members. There is no dissenting member since the Scheme has been approved by the sole shareholder of the Mauritius Transferor Companies and therefore this provision does not apply; and

d) A certificate of merger or consolidation issued by the appropriate authority of the foreign jurisdiction (i.e. order passed by the Tribunal approving the Scheme) where it is incorporated.

6.6 Based on the above and given that there is no dissenting member of any Mauritius Transferor Companies incorporated under the Mauritius Companies Act, the Transferee Company will confirm in writing to the ROC Mauritius that (a) there is no such dissenting member; and (b) the Transferee Company shall irrevocably appoint the administrator (process agent) of the Mauritius Transferor Companies on behalf of the Transferee Company to accept service of process in respect of proceedings for enforcement of any claim, debt, liability or obligation of the Mauritius Transferor Companies, if any.

6.7 In terms of paragraph 4(3) of part II of the fourteenth schedule to the Mauritius Companies Act, where the surviving company being the Transferee Company which is incorporated under the laws of a jurisdiction other than that of Mauritius, the effect of the merger shall be the same as in the case of merger under part XVI

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of the Mauritius Companies Act except in so far as the laws of the other jurisdiction, i.e. the laws of India, otherwise provide.

6.8 In terms of paragraph 4(4) of part II of the fourteenth schedule to the Mauritius Companies Act, since the Transferee Company is incorporated under the laws of a jurisdiction other than that of Mauritius, the Merger by absorption of the Mauritius Transferor Companies will be effective as provided for by the laws of the other jurisdiction which is of the Transferee Company, i.e. the laws of India.

6.9 The Mauritius Transferor Companies shall be required to file certain documents including those set out in paragraph 4(2)(b) of part II of the fourteenth schedule to the Mauritius Companies Act with the ROC Mauritius along with this Scheme and the corporate resolution of the Transferee Company or relevant extract thereof. The Mauritius Transferor Companies will be struck off in the register maintained by the ROC Mauritius effective the date of the merger under the laws of India without the need for winding up.

6.10 On the Scheme becoming effective, the Mauritius Transferor Companies will be struck off in the register maintained by the ROC Mauritius and shall stand dissolved without any further act, deed or without being wound up.

7. COMPLIANCE WITH TAX LAWS

7.1 This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961 (the "IT Act") and other relevant provisions of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section of the IT Act, shall prevail and the

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Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act and other relevant provisions of the IT Act.

7.2 On or after the Effective Date, the Transferee Company is expressly permitted to revise, its financial statements and returns along with prescribed forms, filings and annexures under the IT Act (including for the purpose of re-computing minimum alternative tax, and claiming other tax benefits), service tax law, VAT law, goods and service tax law and other tax laws, and to claim refunds and / or credits for taxes paid (including tax on book profits, MAT credit and foreign tax credit), and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme notwithstanding that the period of filing / revising such returns / forms may have lapsed and period to claim refund / credit also elapsed upon this Scheme becoming effective.

7.3 All tax assessment proceedings / appeals (including application and proceedings in relation to advance ruling) of whatsoever nature by or against the Transferor Companies pending and / or arising at the Appointed Date and relating to the Transferor Companies shall be continued and / or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued and enforced by or against the Transferor Companies.

7.4 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the Merger by absorption of the Transferor Companies by the Transferee Company or anything contained in the Scheme.

7.5 Any tax liabilities including but not limited to liabilities under the IT Act, foreign tax credit, Tax Treaties, Customs Act 1962, Service Tax laws, VAT laws, Goods

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and Service Tax laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation / duties / levies account including advance tax and tax deducted at source as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

7.6 Any refund including but not limited to refund under the IT Act, foreign taxes, Customs Act 1962, Service Tax laws, VAT laws, Goods and Service Tax laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the business of the Transferor Companies due to the Transferor Companies consequent to the assessment made on the Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

7.7 All taxes including income-tax, minimum alternate tax, foreign taxes, custom duty, service tax, goods and service tax, etc. paid or payable by the Transferor Companies in respect of their operations and / or the profits of the business before the Appointed Date, shall be on account of the Transferor Companies and, in so far as it relates to the tax payment (including, without limitation, income-tax, minimum alternate tax, custom duty, service tax, goods and service tax, etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of their profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by the Transferor Companies / Transferee Company on payables to the Transferee Company /

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Transferor Companies on account of inter-se transactions which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

7.8 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Companies including but not limited to obligation under the IT Act, Wealth-tax Act, 1957, service tax laws, customs law, goods and service tax law or other applicable laws / regulations dealing with taxes / duties / levies shall be made or deemed to have been made and duly complied with by the Transferee Company.

7.9 Without prejudice to the generality of the above, all benefits, incentives, losses, Credit for tax including on book profits, accumulated losses, credits (including, without limitation income tax, excise duty, service tax, applicable state value added tax, cenvat credit, goods and service tax credit, etc.) to which the Transferor Companies are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company on and after the Appointed Date, even if such credits have not been availed off in the books as on the date of transfer. Also the Transferee Company will be entitled to avail Cenvat Credit / Goods and Service Tax Credit after the Appointed Date in respect of all duties / taxes where the documents are in the name of the Indian Transferor Companies. Further, licenses issued to the Indian Transferor Companies by any regulatory authorities including DGFT license, if any, and all benefits and tax credits, if any, associated with it shall stand transferred to the Transferee Company upon the Scheme becoming effective.

8. LEGAL PROCEEDINGS

On and from the Appointed Date, all suits, actions and legal proceedings, if any, instituted and / or pending and / or arising by or against any of the Transferor Companies shall be continued and / or enforced until the Effective Date as directed

by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted and / or were pending and / or arising by or against the Transferee Company.

9. CONTRACTS, DEEDS, ETC.

9.1 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, including contracts for tenancies and licenses, deeds, bonds, agreements, incentives, benefits, exemptions, entitlements, arrangements and other instruments of whatsoever nature in relation to the Transferor Companies to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto.

9.2 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds, confirmations or other writings, confirmations or novations or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions.

10. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

a) The Transferor Companies shall stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and shall take strategic decisions for and on account of, and in trust for the benefit of the Transferee Company.

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b) All income, profits, costs, charges, expenses and taxes accruing to the Transferor Companies or losses arising or incurred by it (including the effect of taxes if any thereon), relating to the Transferor Companies shall for all purposes, be treated as the income, profits, costs, charges, expenses and taxes or losses, as the case may be, of the Transferee Company.

c) The existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances") or those, if any, created by the Transferor Companies after the Appointed Date, in terms of this Scheme, over the said Assets comprised in the Transferor Companies or any part thereof transferred to the Transferee Company by virtue of this Scheme, shall, after the Effective Date, continue to relate and attach to such said Assets or any part thereof to which they relate or attach to prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company.

10.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Companies.

11. EMPLOYEES

11.1 On the coming into effect of this Scheme, all permanent employees, if any, of the Transferor Companies who are in employment of the Transferor Companies, as on the Effective Date, shall become the employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on the same terms and conditions as to employment and remuneration on which they are engaged or employed by the Transferor Companies. It is clarified that the employees of the Transferor Companies who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies

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and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement / settlement, if any, entered into by any of the Transferor Companies with any union / employee. After the Effective Date, the Transferee Company shall be entitled to vary the terms and conditions as to employment and remuneration of the said employees or any of them on the same basis as it may do for the employees of the Transferee Company.

11.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the employees of the Transferor Companies shall become funds / trusts of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds / trusts in relation to the obligation to make contributions to the said funds / trusts in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such funds / trusts shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continuous for the purpose of the said funds / trusts.

12. SAVING OF CONCLUDED TRANSACTIONS

The Merger by absorption of the Transferor Companies pursuant to this Scheme shall not affect any transaction or proceedings already concluded or liabilities incurred, or any liabilities discharged by the Transferor Companies, on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company shall accept and adopt all acts, deeds and things made, done and

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executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

13. INTER-SE TRANSACTIONS

Without prejudice to Clauses 5 and 12, with effect from the Appointed date, all inter-party transactions inter-se the Transferor Companies and between any of the Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date or from the transaction date whichever is later and on the coming into effect of this Scheme, the same shall stand cancelled without any further act, instrument or deed.

14. CONSIDERATION

14.1 All the Transferor Companies are direct or indirect wholly owned subsidiaries of the Transferee Company and the entire paid-up share capital (i.e. equity shares and preference shares) of the Transferor Companies is held by the Transferee Company, directly or indirectly. Further, convertible securities issued by the Transferor Companies is held by the Transferee Company, directly or indirectly.

14.2 On the Scheme coming into effect, the entire issued, subscribed and paid-up share capital (equity shares and preference shares) and convertible securities of all the Transferor Companies shall, ipso facto, without any further application, act, deed or instrument stand extinguished and cancelled and no new shares of the Transferee Company will be issued or allotted with respect to the shares and other convertible securities held in the Transferor Companies.

14.3 The share certificates and certificate for convertible securities issued by each of the Transferor Companies in relation to their respective shares and convertible securities shall, without any further application, act, instrument or deed, be deemed to be and stand automatically cancelled as on the Effective Date. In relation to shares and convertible securities of any of the Transferor Companies

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which are held in dematerialized form, the Transferee Company shall execute and take all necessary steps, actions, matters or things and make all necessary filings, as required to give effect to the cancellation.

15. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

15.1 Upon the coming into effect of this Scheme the Transferee Company shall account for the amalgamation in its books as per the applicable accounting principles prescribed under Indian Accounting Standard (Ind AS) 103 and / or any other applicable Ind AS, as the case may be.

15.2 The Transferee Company shall upon the Scheme coming into effect, record the assets and liabilities, if any, of the Transferor Companies vested in it pursuant to this Scheme, at the respective book values thereof and in the same form as appearing in the books of the Transferor Companies.

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

15.4 Pursuant to the amalgamation of the Transferor Companies with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Companies, if any appearing in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf.

15.5 The value of investments held by the Transferee Company in the Transferor Companies shall stand cancelled pursuant to amalgamation.

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15.6 The difference between the share capital of the Transferor Companies and the book value of the investments cancelled in terms of Clause 15.5 and adjustment pursuant to inter-company balances as per Clause 15.4, if any, of the Scheme shall be adjusted in the Capital Reserve in the books of the Transferee Company.

15.7 In case of any difference in accounting policy between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference shall be quantified and adjusted in the books of the Transferee Company.

15.8 In addition, the Transferee Company shall pass such accounting entries, as may be necessary, in connection with the Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.

16. DIVIDEND

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

16.2 The holders of the shares of the Transferor Companies and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends from the Transferor Companies and the Transferee Company, as the case may be, till the Effective Date.

16.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Companies and / or the Transferee Company to demand or claim any dividends which, subject to the provisions of the said Act, shall be

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entirely at the discretion of the respective Boards of Directors of the Transferor Companies and the Transferee Company, and subject to the approval of the shareholders of the Transferor Companies and the Transferee Company respectively.

17. AMENDMENT TO THE MEMORANDUM OF ASSOCIATION

17.1 Upon the Scheme becoming effective, the Authorised Share Capital of the Indian Transferor Companies shall stand transferred, credited and merged with that of the Transferee Company without payment of additional fees and stamp duty as the said fees and stamp duty have already been paid by the Indian Transferor Companies and the Authorised Share Capital of the Transferee Company will be increased to that effect by just filing requisite forms and no separate procedure shall be followed under the Act. Consequently, the Memorandum of Association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 61 and other applicable provisions of the Act as follows:

"The Authorised Equity Share Capital of the Company is Rs. 2821,42,00,000/- (Rupees Two Thousand Eight Hundred Twenty-one Crores and Forty-two Lakhs only) divided into 516,98,40,000 (Five Hundred Sixteen Crores Ninety-Eight Lakhs Forty Thousand only) equity shares of face value of Rs. 5/- (Rupees Five only) each; 11,00,000 (Eleven Lakhs only) Preference Shares of Rs. 100/- (Rupees One Hundred only) each; 1,05,00,000 (One Crore Five Lakhs only) Preference Shares of Rs. 200/- (Rupees Two Hundred only) each and 1,55,00,000 (One Crore Fifty-five Lakhs Only) Preference Shares of Rs. 10/- (Rupees Ten only) each."

17.2 It is clarified that for the purpose of amendment in its Authorised Share Capital, the Transferee Company shall not be required to pass any resolutions pursuant to Sections 13, 61 and other applicable provisions, if any, of the Companies Act, 2013 and consent of the shareholders to this Scheme shall be deemed to be sufficient

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

for this purpose. For the sake of clarity, it shall also be deemed that the members of the Transferee Company have accorded their consent as required under the Act for the purpose of increasing its Authorised Share Capital.

18. WINDING-UP OF THE INDIAN TRANSFEROR COMPANIES

On the Scheme becoming effective, the Indian Transferor Companies shall stand dissolved without being wound up and without any further acts by any party.

19. WINDING-UP OF THE MAURITIUS TRANSFEROR COMPANIES

On the Scheme becoming effective, the Mauritius Transferor Companies will be struck off the register maintained by the Registrar of Companies Mauritius and shall stand dissolved without any further act or deed or without being wound up.

PART C
GENERAL TERMS AND CONDITIONS

20. APPLICATION TO THE TRIBUNAL

The Transferor Companies and the Transferee Company, with all reasonable dispatch, shall make necessary applications / petitions before the Tribunal and the Appropriate Authorities in Mauritius, as applicable, for the sanction of this Scheme under Sections 230 to 234 and other applicable provisions of the Act and under the provisions of the Mauritius Act.

21. MODIFICATIONS / AMENDMENTS TO THE SCHEME

The Transferee Company and the Transferor Companies through their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, may make and / or consent to any modifications / amendments to this Scheme or to any conditions or limitations that the Tribunal or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or

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appropriate by them or the Board, including the withdrawal of this Scheme or part thereof. The Board of Directors of the Transferee Company shall take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, including interpretation of the Scheme, whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter concerned or connected therewith. The power of the Board to modify / amend the Scheme shall be subject to the approval of the Tribunal.

22. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

22.1 The Scheme is conditional upon and subject to:

a) The requisite consent, approval or permission of the Central Government or any other Appropriate Authorities, which by law or regulations or otherwise may be necessary for the implementation of this Scheme;

b) The approval by the requisite majority of the shareholders and / or creditors (as may be required and / or to the extent not dispensed with by the Appropriate Authorities) of the Transferor Companies and the Transferee Company, as required under applicable Laws;

c) The requisite sanction or approval of the Appropriate Authorities from India and Mauritius being obtained and / or granted in relation to any of the matters in respect of which such sanction or approval is required;

d) Sanctions and Orders under the applicable provisions of the Act / Laws being obtained by the Transferee Company and the Transferor Companies from the Appropriate Authorities;

e) Certified copies of the orders of the Appropriate Authorities, sanctioning the Scheme being filed with the Registrar of Companies, Mumbai at Maharashtra by the Transferee Company and the Indian Transferor Companies;

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f) Compliance by the Mauritius Transferor Companies of all the necessary and applicable provisions of its applicable Laws (including without limitation, all necessary filings to be made under applicable Laws of Mauritius);

g) The Transferee Company entering into agreements under Section 4(2)(b) of Part II of the fourteenth schedule to the Mauritius Companies Act and appointing International Proximity as its agent to accept service of process, and the Registrar of Companies Mauritius accepting the order passed by the Tribunal as sufficient evidence of the Scheme being sanctioned and consequently striking off the Mauritius Transferor Companies in its record.

22.2 This Scheme although to come into effect from the Appointed Date but shall not become effective until the last of the following dates, namely:

a) That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 22.1 shall be obtained or passed; or

b) That on which all necessary certified / authenticated copies of orders under Section 230 to 232 read Section 234 and other applicable provisions of the Act, shall be duly filed with the Registrar of Companies, Mumbai at Maharashtra by the Transferee Company and the Indian Transferor Companies.

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

23. EFFECT OF NON-RECEIPT OF APPROVALS

23.1 In the event of any of the said sanctions and approvals referred to in Clause 22 above not being obtained (unless otherwise released by the Board of Directors) and / or the Scheme not being sanctioned by the Tribunal or such other competent authority as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have

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arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

23.2 The Board of Directors of the Transferor Companies and the Transferee Company shall be entitled to withdraw this Scheme prior to the Effective Date.

23.3 The Board of Directors of the Transferor Companies and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme with effect from the Appointed Date could have adverse implications on the combined entity post Merger by absorption.

23.4 If any part of this Scheme hereof is invalid, ruled illegal by any Tribunal of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Companies and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the Transferor Companies and / or the Transferee Company, then in such case the Transferor Companies and / or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Companies and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part.

24. COSTS

All costs, charges, levies and expenses of the Transferor Companies and the Transferee Company respectively in relation to or in connection with or incidental to this Scheme or the implementation thereof shall be borne and paid for by the Transferee Company, unless otherwise determined by the Boards of Directors of the Transferor Companies and the Transferee Company.

For Indiabulls Infraestructura Limited

Company Secretary

Certified True Copy
Date of Application 30.08.2018
Number of Pages 44
Fee Paid Rs. 220
Applicant called for collection copy on 26.10.2018
Copy prepared on 26.10.2018
Copy Issued on 26.10.2018

Assistant Registrar
National Company Law Tribunal, Mumbai Bench

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
BENCH AT MUMBAI
C.P. (C.A.A) 2019/ MB/ 2018
IN
COMPANY SCHEME APPLICATION NO123 OF 2018

In the matter of the Companies Act, 2013;
AND
In the matter of Sections 230 to 232 read with Section 234 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;
AND
In the matter of Scheme of Merger by Absorption of Digital18 Media Limited ("**First Transferor Company**") having CIN No. U22130MH2007PLC274705 and Capital18 Fincap Private Limited ("**Second Transferor Company**") having CIN No. U65923MH2006PTC281472 and RVT Finhold Private Limited ("**Third Transferor** Company") having CIN No. U65923MH2008PTC273537 and RRK Finhold Private Limited ("**Fourth Transferor Company**") having CIN No. U65923MH2007PTC273463 and RRB Investments Private Limited ("**Fifth Transferor Company**") having CIN No. U65923MH2007PTC274713 and Setpro18 Distribution Limited ("**Sixth Transferor Company**") having CIN No. U74899MH1993PLC273530 and REED Infomedia India Private Limited ("**Seventh Transferor Company")** having CIN No. U22110MH2006PTC160864 and Web18 Software Services Limited ("**Eighth Transferor Company**") having CIN No. U72200MH2006PLC274714 and Television Eighteen Media and Investments Limited ("**Ninth Transferor Company**") and Television Eighteen Mauritius Limited ("**Tenth Transferor Company**") and Web18 Holdings Limited ("**Eleventh Transferor Company")** and E-18 Limited ("**Twelfth Transferor Company**") and Network18 Holdings Limited ("**Thirteenth Transferor Company**") by Network18 Media & Investments Limited ("**Transferee Company**") having CIN No. L65910MH1996PLC280969 and their respective Shareholders and Creditors.

Digital18 Media Limited and others
....Petitioner Companies/
Transferor Companies

AND

Network18 Media & Investments Limited
.... Ninth Petitioner Company/
Ninth Transferee Company

CERTIFIED COPY OF THE MINUTES OF ORDER DATED 30TH DAY OF AUGUST, 2018 AND THE SCHEME ANNEXED TO THE PETITION

Dated ___ day of September, 2018

Krishnamurthy & Co., Advocates
3rd floor, Piramal Tower,
Peninsula Corporate Park,
Ganpatrao Kadam Marg,
Lower Parel, Mumbai – 400 013.

IN THE HIGH COURT OF DELHI AT NEW DELHI

ORIGINAL JURISDICTION

COMPANY PETITION NO. 266 OF 2011

CONNECTED WITH

COMPANY APPLICATION (M) NO. 181 OF 2010

Not Private Use
Judicial Dept.

In the matter of the Companies Act, 1956

AND

In the matter of Sections 391 to 393 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959

AND

In the matter of the Scheme of Arrangement between Infomedia 18 Limited and Network18 Media & Investments Limited

MEMO OF PARTIES

IN THE MATTER OF:

INFOMEDIA 18 LIMITED A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE AT 503, 504 & 507, 5TH FLOOR, MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

B

IN THE MATTER OF:

NETWORK18 MEDIA & INVESTMENTS LIMITED A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE AT 503, 504 & 507, 5TH FLOOR, 'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG, NEW DELHI - 110001

.... PETITIONER COMPANY

FILED BY:

TARUN GUPTA

ADVOCATE FOR THE PETITIONER COMPANIES

AT D - 4/1, VASANT VIHAR

NEW DELHI

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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ CO.PET. 266/2011

IN THE MATTER OF
M/S. NETWORK 18 MEDIA
& INVESTMENTS LIMITED ..... Petitioner

Through Mr. Nidhesh Gupta, Senior Advocate with Mr. Tarun Gupta, Advocate for petitioner-company.
Mr. K.S. Pradhan, Dy. ROC for Regional Director (Northern Region).

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

ORDER

% **22.11.2011**

1. This petition has been filed under Sections 391 & 394 read with Sections 78 and 100 to 103 of the Companies Act, 1956 (for short Act') by the petitioner company seeking sanction of the Scheme of Arrangement (for short 'Scheme') between M/s Infomedia 18 Limited (hereinafter referred to as demerged company) and M/s Network18 Media and Investments Limited (hereinafter referred to as petitioner company).

2. The registered office of the petitioner company is situated at New Delhi, within the jurisdiction of this Court.

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3. The demerged company was incorporated on 30th May, 1955 under the provisions of the Indian Companies Act VII of 1913 with the Registrar of Companies, Bombay with the name styled as 'Commercial Printing Press Limited'. The name of the company was changed to 'Tata Press Limited' on 23rd August, 1966. Thereafter, the name of the company was changed to 'Tata Donnelley Limited' 12th September, 1996. The name of the company was further changed to 'Tata Infomedia Limited' on 28th September, 2000. It was subsequently changed to 'Infomedia India Limited' on 17th February, 2004. Further, the name of the company was changed to its present name i.e. 'Infomedia 18 Limited' w.e.f 16th September, 2008.

4. The petitioner company was incorporated on 16th February, 1996 under the provisions of the Act with the Registrar of NCT of Delhi & Haryana in the name and styled as 'SGA Finance and Management Services Limited'. The name of the company was changed to 'Network18 Fincap Private Limited' on 12th April, 2006. Pursuant to its conversion into a public company the name of the company was changed to 'Network18 Fincap Limited' on 20th

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October, 2006 which was further changed to its present name i.e. 'Network18 Media & Investments Limited' on 1st December, 2007.

5. The present authorized share capital of the demerged company is Rs 1,000,000,000/- divided into 100,000,000 equity shares of the face value of Rs 10/- each. The present issued, subscribed and paid up share capital of the demerged company is Rs 500,296,220/- divided into 50,029,622 equity shares of Rs 10/- each.

6. The present authorized share capital of the petitioner company is Rs 5,310,000,000/- divided into 589,000,000 equity shares of the face value of Rs 5/- each and 1,100,000 preference shares of the face value of Rs 100/- each and 10,500,000 preference shares of the face value of Rs 200/- each and 15,500,000 preference shares of the face valuc of Rs 10/- each. The present issued share capital of the petitioner company is Rs 2,772,523,115/- divided into 142,646,583 equity shares of the face value of Rs 5/- each and 10,296,451 preference shares of the face value of Rs 200/- each. The present subscribed share capital of the petitioner company is Rs 2,770,108,715/- divided into 142,646,583 equity shares of the face value of Rs 5/- each and 10,284,379 preference shares of the face

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value of Rs 200/- each. The present paid up share capital of the petitioner company is Rs 2,255,889,765/- divided into 142,646,583 equity shares of the face value of Rs 5/- each and 10,284,379 preference shares of the face value of Rs 150/- each.

7. The copy of the Memorandum and Articles of Association of the demerged company and the petitioner company has been filed on record. The audited balance sheet, as on 31st March 2010, of the petitioner company and the demerged company has also been filed.

8. A copy of Scheme has been placed on record and the salient features of the Scheme have been incorporated and detailed in the petitions and the accompanying affidavits.

9. So far as the exchange ratio is concerned, the scheme provides that, upon coming into effect of this scheme shares will be issued in the following ratio:-

- *7 fully paid-up equity shares of Rs 5 each of resulting company to be issued for every 50 fully paid-up equity shares of Rs 10 each of demerged company, held by the member*

10. It has been submitted by the petitioner company and the demerged company that no proceeding under Sections 235 to 251 of the Act is pending against them.

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11. The copies of the resolutions passed by the Board of Directors of the petitioner company and the demerged company approving the Scheme have also been placed on record.

12. The petitioner company had earlier filed CA (M) Nos. 181/2010 seeking directions of this Court to convene the meetings of the equity shareholders and preference shareholders and dispense with the convening of the meetings of the secured creditors and unsecured creditors. Vide order dated 19th November, 2010, this court allowed the application and directed for holding the meetings of the equity shareholders and preference shareholders and dispense with the meetings of the secured creditors and unsecured creditors of the petitioner company.

13. The chairpersons of the said meetings of equity shareholders and preference shareholders of the petitioner company have filed their reports stating that the meetings were duly held on 21st December, 2010 and 22nd December, 2010 respectively, as directed, and the Scheme has been approved by the equity shareholders and preference shareholders of the petitioner company, present and voting, at the meetings.

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14. The petitioner company has thereafter filed the present petition seeking sanction of the Scheme. Vide order dated 3rd June, 2011, the notice of the petition was directed to be issued to the Regional Director, Northern Region. Citations were also directed to be published in 'Business Standard' (English) and 'Jansatta' (Hindi) in terms of the Companies (Court) Rules, 1959. Copies of petition was also served on the Registrar of Companies. Affidavit of Service and Publication has been filed by the petitioner showing compliance regarding service of the Petition on the Regional Director, Northern Region and Registrar of Companies, and also regarding publication of citations in the aforesaid newspapers on 11th October, 2011. Copies of the newspapers' cuttings, in original, containing the publications have been filed along with the Affidavit of Service.

15. In response to the notices issued in the petition, Mr. B. K. Bansal, Regional Director, Northern Region, Ministry of Corporate Affairs has filed his report on 22nd September, 2011 . Relying on the Clause 14.1 of Section D of the Scheme, he has stated that, all the employees of the demerged company engaged in publishing undertaking shall become the employees of the petitioner company

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without any break or interruption in their services upon sanctioning of the Scheme by the Court.

16. The Regional Director, while referring to Para 7.11 of Section C of the Scheme, regarding amendment of relevant clauses of the Memorandum of Association of the petitioner company, has further submitted that the Memorandum of Association of the company can be changed/ altered only after following the procedure prescribed under the relevant provisions of the Act. He, therefore, submitted that the petitioner company may be asked to follow the prescribed procedure for altering its Memorandum of Association.

17. In response to the above observations, the petitioner company in its affidavit dated 20th October, 2011 have submitted that the object clause of the resulting company is proposed to be changed/ altered as part of the Scheme and therefore nothing more is required to be done. In this regard reliance is placed on the decision of the Bombay High Court in ***Re: S. S. Miranda Ltd, (1994) 80 Comp. Cases 289 (Bom.)***, wherein it has been held as under:-

> *"Section 391 invests the court with powers to approve or sanction a scheme of amalgamation/ arrangement which is for the benefit of the company. In doing so, if there are any other things which, for effectuation, require a special*

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procedure to be followed, then the court has powers to sanction them while sanctioning the scheme itself. Further, it was also provided that it would not be necessary for the company to resort to other provisions of the Companies Act or to follow other procedures prescribed for bringing about the changes requisite for effectively implementing the scheme which is sanctioned by the court. It was also held that Section 391 is a complete code and it is intended to be in the nature of a "single window clearance" system to ensure that the parties are not put to avoidable, unnecessary and cumbersome procedure of making repeated applications to the court for various other alterations or changes which might be needed effectively implement the sanctioned scheme whose overall fairness and feasibility has been judged by the court under section 394 of the Act.

Considering the matter from all perspectives, I am of the view, that it is permissible for this court to sanction a scheme under section 394 even if the scheme contemplates a consequential alteration in the objects clause of the memorandum of association of the company."

18. Further, the learned senior counsel also placed reliance upon the decision of this Court in ***Re: Television Eighteen India Limited*** in ***C.P. No. 41 of 2011 decided on 26th April, 2011***, wherein similar stand was taken.

19. Considering the matter from all perspectives, I am of the view, that it is permissible for this Court to sanction a scheme under section

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394 even if the scheme contemplates a consequential alteration in the objects clause of the memorandum of association of the company.

20. In view of the same, the observation made by the Regional Director does not survive.

21. The Regional Director, while referring to Para 21 of Section D of the Scheme, regarding the change in the name of the demerged company, has further submitted that the name of a company can be changed/ altered only after following the procedure prescribed under the relevant provisions of the Act. He, therefore, submitted that this aspect be considered by this Court.

22. In response to the above observations, the petitioner company in its affidavit dated 20th October, 2011, has submitted that it has been held in catena of judgments that Section 391/ 394 are complete code in itself and all changes can be done as part of the Scheme. Further, they have submitted that under the Scheme it is proposed to change the name of the demerged company to **"Infomedia Press Limited"** to reflect the nature of its business. In this regard, reliance is placed on the decision of the High Court of Karnataka in ***"Mysore Cements Limited"*** in ***C.P. No. 86 of 2008, decided on 8th January, 2009,***

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wherein it has been observed that *"the majority of the shareholders of the petitioner company have given their approval to the scheme including change in name and in the absence of there being any objection with regard to change in name, it is unnecessary to once again file an application under section 21 of the Act by the petitioner."*

23. Reliance is also placed on the decision of this Court in ***Re: Television Eighteen India Limited*** (supra), wherein similar stand was taken.

24. Hence, the demerged company in the instant case is directed to file necessary forms as prescribed in law in office of the Registrar of Companies to place on record the changes with regard to name of the company.

25. In view of the same, the observation made by the Regional Director does not survive.

26. The Regional Director has further submitted that the demerged company has intimated that certain charges are proposed to be transferred from the demerged company to the petitioner company. He has further stated that the name of a company cannot be

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substituted in the charge documents as such for satisfaction of charge, the company is required to file Form No. 17. He, therefore, prayed that the demerged company may be asked to comply with the relevant provisions of the Act for satisfaction and creation of charge in demerged company and the petitioner company respectively.

27. In response to the above observation, the petitioner company, in the affidavit dated 20th October, 2011, has submitted that they will comply with the relevant procedure for modification/ substitution of charges in the demerged company and creation of fresh charge in the name of the petitioner company. The undertaking given by the petitioner company is accepted and they shall remain bound by the same. In view of the undertaking given, the observation made by the Regional Director does not survive.

28. No objection has been received to the Scheme from any other party. Mr. Hitesh Kumar Jain, authorized signatory of the petitioner company, vide an affidavit dated 21st November, 2011, which has today been handed over in Court, confirmed that neither the petitioner company nor their counsel has received any objection pursuant to the

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citations published in the newspapers. The said affidavit is taken on record.

29. In view of the approval accorded by the shareholders and creditors of the petitioner company and representation/reports filed by the Regional Director, Northern Region to the proposed Scheme, there appears to be no impediment to the grant of sanction to the Scheme. Consequently, sanction is hereby granted to the Scheme under Sections 391 and 394 of the Act. The petitioner Company will comply with the statutory requirements in accordance with law. Certified copy of the order be filed with the Registrar of Companies within thirty days from the date of receipt of the same. In terms of the provisions of Sections 391 and 394 of the Act, all properties, rights and powers of the 'Demerged Undertaking' of the demerged company be transferred to and vest in the petitioner company without any further act or deed. Similarly, all the liabilities and duties of the 'Demerged Undertaking' of the demerged company be transferred to the petitioner company without any further act or deed. It is, however, clarified that this order will not be construed as an order granting exemption from payment of stamp duty or any other charges, if payable in accordance with any

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law; or permission/compliance with any other requirement which may be specifically required under any law.

30. Learned senior counsel for the petitioner states that the petitioner company would voluntarily deposit a sum of Rs. 1,00,000/- in the Common Pool fund of the Official Liquidator within three weeks from today. The statement is accepted.

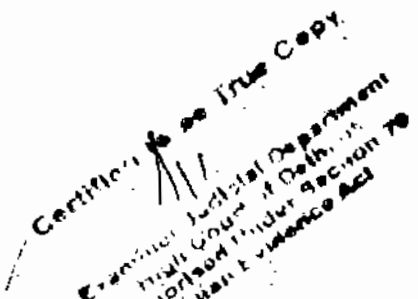
31. The petition is allowed in the above terms.

Order Dasti.

-Sd/-

MANMOHAN,J

NOVEMBER 22, 2011
rn



IN THE HIGH COURT OF DELHI AT NEW DELHI

ORIGINAL JURISDICTION

COMPANY PETITION NO. 266 OF 2011

CONNECTED WITH

COMPANY APPLICATION (M) NO. 181 OF 2010

For Private Use
NK
Examiner Judicial Dept
High Court of Delhi

In the matter of the Companies Act, 1956

AND

In the matter of Sections 391 to 393 of the Companies Act, 1956 read with Rules 67 to 67 of the Companies (Court) Rules, 1959

AND

In the matter of the Scheme of Arrangement between Infomedia 18 Limited and Network18 Media & Investments Limited

MEMO OF PARTIES

IN THE MATTER OF:

INFOMEDIA 18 LIMITED A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE AT 503, 504 & 507, 5TH FLOOR, MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG, NEW DELHI – 110001

.... NON PETITIONER COMPANY

AND

B

IN THE MATTER OF:

NETWORK18 MEDIA & INVESTMENTS LIMITED A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE AT 503, 504 & 507, 5TH FLOOR, 'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG, NEW DELHI - 110001

.... PETITIONER COMPANY

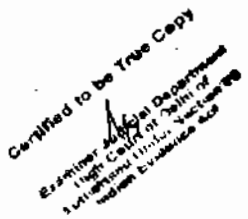
FILED BY:

TARUN GUPTA

ADVOCATE FOR THE PETITIONER COMPANIES

AT D - 4/1, VASANT VIHAR

NEW DELHI



IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF ARRANGEMENT
OF
COMPANY PETITION NO.266/2011
CONNECTED WITH
COMPANY APPLICATION (M) NO.181/2010

IN THE MATTER OF Network 18 Media & Investments Ltd.
having its regd. office at:
503, 504 & 507, 5th Floor, 'Mercantile House',
15, Kasturba Gandhi Marg, New Delhi-110001
....Petitioner/Resulting Company

WITH

IN THE MATTER OF Infomedia 18 Limited
having its regd. office at:
503, 504 & 507, 5th Floor, 'Mercantile House',
15, Kasturba Gandhi Marg, New Delhi-110001
....Non-Petitioner/Demerged Company

BEFORE HON'BLE MR. JUSTICE MANMOHAN
DATED THIS THE 22nd DAY OF NOVEMBER, 2011

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition came up for hearing on 22/11/2011 for sanction of the proposed Scheme of Arrangement between Infomedia 18 Limited (herein referred to as Non-Petitioner/Demerged Company) and Network 18 Media & Investments Ltd. (herein referred to as Petitioner Company). The Court examined the petition; the order dated 19/11/2010, passed in CA (M) 181/2010, whereby the requirement of convening and holding the meetings of the Secured and Unsecured Creditors of the Petitioner Company were dispensed with and the meetings of the Equity Shreholders and Preference Shareholders of the Petitioner Company were ordered to be convened for the purpose of considering and, if thought fit, approving with or without modification, the Scheme of Arrangement annexed to the affidavit dated

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24/09/2010 of Ms. Shilpa Verma, Authorized Signatory of the Petitioner Company and the publication in the newspapers namely 'Statesman' (English) deted 28/11/2010 and 'Jansatta' (Hindi) dated 29/11/2010 containing the advertisement of the notice convening the said meetings and the reports/affidavits of Chairpersons showing the publication and despatch of the notices convening the said meetings.

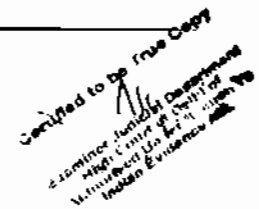
The Court also examined the affidavit/report dated 20/09/2011 of the Regional Director, Northern Region, Ministry of Corporate Affairs and observed that the observations/objections raised by the Regional Director did not survive.

Upon hearing Mr. Nidhesh Gupta, Sr. Advocate with Mr. Tarun Gupta, Advocate for the petitioner company and Mr. K.S. Pradhan, Dy. Registrar of Companies for Regional Director (Northern Region) and in view of the approval of the Scheme of Arrangement without any modification by the Shareholders and Creditors of the Petitioner Company and there being no investigation proceedings pending in relation to the Petitioner Company and the Resulting Company under Section 235 to 251 of the Companies Act, 1956,

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF ARRANGEMENT under sections 391 and 394 of the Act as set forth in Schedule-I annexed hereto and Doth hereby declare the same to be binding on all the Shareholders & Creditors of the Petitioner Company and all concerned and doth approve the said Scheme of Arrangement with effect from the appointed date i.e. 01/04/2010.

AND THE COURT DOTH FURTHER ORDER:

1. That all the properties, rights and powers of the 'Demerged Undertaking' of the Demerged Company specified in Schedule-II hereto and all other property, rights and powers of the 'Demerged Undertaking' of the



Demerged Company be transferred without further act or deed to the Petitioner Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Petitioner Company for all the estate and interest of the 'Demerged Undertaking' of the Demerged Company therein but subject nevertheless to all charges now affecting the same; and

2. That all the liabilities and duties of the 'Demerged Undertaking' of the Demerged Company be transferred without further act or deed to the Petitioner Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Petitioner Company; and
3. That all the proceedings now pending by or against the 'Demerged Undertaking' of the Demerged Company be continued by or against the Petitioner Company; and
4. That as per clause 7.1 of the scheme, upon coming into effect of this scheme shares will be issued in the following ratio:

   7 fully paid-up equity shares of Rs.5 each of resulting company to be issued for every 50 fully paid-up equity shares of Rs.10/- each of demerged company, held by the member.
5. That the Petitioner Company do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration; and
6. It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty that is payable in accordance with law; and
7. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

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High Court of Delhi
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Annexure-E 240

SCHEME OF ARRANGEMENT

BETWEEN

INFOMEDIA 18 LIMITED

(DEMERGED COMPANY)

AND

NETWORK18 MEDIA & INVESTMENTS LIMITED
(RESULTING COMPANY)

AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS IN RESPECT OF DEMERGER OF PUBLISHING UNDERTAKING OF INFOMEDIA 18 LIMITED INTO NETWORK18 MEDIA & INVESTMENTS LIMITED UNDER SECTIONS 391 TO 394 READ WITH SECTIONS 78 AND 100 TO 103 OF THE COMPANIES ACT, 1956

PREAMBLE

This Scheme seeks to achieve demerger of the publishing and other identified businesses ("Demerged Undertaking" as defined later in this Scheme) of Infomedia 18 Limited ("Infomedia18") into Network18 Media & Investments Limited ("Network18"). This Scheme also provides for matters connected therewith, and is divided into the following four sections:

Section A: Introduction

Section B: Demerger of Demerged Undertaking

Section C: Issue of shares/ Accounting treatment

Section D: Other provisions

SECTION A - INTRODUCTION

A. Network18 is a public limited company, listed on BSE and NSE and is presently engaged *inter alia* in the business of events management (in its E18 division), sports management (in its Sport18 division), investment advisory services and holds strategic stakes in listed and unlisted companies of the Network18 group. Network18 is one of India's leading full play media conglomerates with interests in television, print, internet, filmed entertainment, mobile content and allied businesses.

B. Infomedia18 is a public limited company, listed on BSE and NSE and is presently engaged *inter alia* in the business of publishing of business directories including yellow pages and city guides, special interest publications/ magazines, local search business and providing printing solutions.

C. The present Scheme involves:

- Demerger (on a going concern basis) of the Demerged Undertaking of Infomedia18 into Network18 with effect from the Appointed Date.
- In consideration thereof, issue of shares by Network18 to the shareholders of Infomedia18 on a proportionate basis, in compliance of the Companies Act, 1956, the Income Tax Act, 1961, and all other relevant laws and regulations.
- Capital restructuring of Infomedia18.

D. Pursuant to the restructuring, the Demerged Undertaking would be housed in Network18, and the management of companies is of the opinion that the proposed demerger should bring about the desired amount of focus and unlock value for its stakeholders.

For Infomedia 18 Limited

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For Network 18 Media & Investments Ltd.

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1. **DEFINITIONS**

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

1.1 Act" means the Companies Act, 1956 or any statutory modification or re-enactment thereof.

1.2 **"Appointed Date"** means April 1, 2010 or such other date as may be approved by the Hon'ble High Court of Judicature at Bombay and Hon'ble High Court of Delhi at New Delhi.

1.3 **"Board"** or **"Board of Directors"** means Board of Directors of Network18 or Infomedia18 as may be relevant and includes any Committee of the Board or any person authorized by the Board.

1.4 **"Common Facilities"** shall include the following properties, assets and rights of Infomedia18 being used by the Demerged Undertaking and Remaining Business of Infomedia18:

- offices of Infomedia18 being used by Demerged Undertaking and Remaining Business; and
- such other facilities as may be mutually agreed between Infomedia18 and Network18.

1.5 **"Courts"** means Hon'ble High Court of Delhi at New Delhi in context of Network18 and Hon'ble High Court of Judicature at Bombay in context of Infomedia18 (or such other Court/ bench having jurisdiction over companies involved in the Scheme).

1.6 **"Demerged Undertaking"** means:

- publishing business including publication of business directories, yellow pages & city guides;
- publication of special interest publication/ magazines;
- search business including properties such as www.sekme.com, www.asume.in and www.bump.com;
- any other business except Remaining Business.

being carried on by Infomedia18 on a going concern basis, along with all related assets, liabilities, rights and obligations and shall include (without limitation) as on the Appointed Date:

- all properties and assets, moveable and immoveable, tangible and intangible, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situate, with all advances, deposits, sundry debtors, inventories, cash and bank balances, bills of exchange, proceeds from BPO business as appearing/ accruing in the books of accounts of Infomedia18 pertaining or relatable to the Demerged Undertaking and leases and agency of Infomedia18 pertaining to the Demerged Undertaking and all other interests or rights in or arising out of or relating to the Demerged Undertaking together with all respective rights, powers, interests, charges, privileges, benefits;

- all liabilities present and future (including the liabilities allocable as per Clause 5.9 (c) of this Scheme) and the specific contingent liabilities pertaining to or relatable to the Demerged Undertaking;

- all rights and licenses, all assignments and grants thereof, all permits, registrations (including with Registrar of Newspapers for India, Hon'ble Ministry of Information and Broadcasting etc), rights (including rights under any agreement, contracts, applications, letters of intent, or any other contracts), regulatory approvals, entitlements, licenses, municipal permissions, goodwill, approvals, consents, tenancies, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of guarantees issued by Infomedia18 in relation to the Demerged Undertaking, privileges, all other claims, rights and benefits (including under any powers of attorney issued by the Infomedia18 in relation to the Demerged Undertaking or any powers of attorney issued in favour of Infomedia18 or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which the Infomedia18 was a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking;

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- all employees of Infomedia18 substantially engaged in the Demerged Undertaking and those employees that are determined by the Board of Directors of Infomedia18, to be substantially engaged in or in relation to the Demerged Undertaking;

- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by Infomedia18, directly or indirectly in connection with or in relation to the Demerged Undertaking;

- all books, records, files, papers, records of standard operating procedures, computer programmes along with their licenses, manuals and back up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, lists of present and, former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking;

- all intellectual property rights including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logos, websites, internet registrations, copyrights, trade secrets, and all other interests exclusively relating to the Demerged Undertaking,

but shall not include any assets or liabilities relating to the Remaining Business of Infomedia18.

It is intended that the definition of Demerged Undertaking under this Clause would enable the transfer of all property, assets and liabilities of the Demerged Undertaking of Infomedia18 into Network18 pursuant to this Scheme. Any issue as to whether any asset or liability pertains to or is relatable to the Demerged Undertaking or not shall be decided by the Board of Directors of Infomedia18.

1.7 "Demerged Company" or "Infomedia18" means "Infomedia 18 Limited", a company within the meaning of the Act, incorporated on May 30, 1985 and having its registered office at Ruby House, A' Wing, J.K. Sawant Marg, Dadar (West), Mumbai 400 028, India. The shifting of registered office of Infomedia18 from Mumbai to Delhi pursuant to approval of shareholders is in progress.

1.8 "Effective Date" means the last of the dates on which all the conditions and matters referred to in Clause 18 hereof have been fulfilled. References in this Scheme to the date of "coming into effect of this Scheme" shall mean the Effective Date.

1.9 "Remaining Business" means the printing press undertaking and all related assets, liabilities, employees, contracts, agreements, rights etc of Infomedia18 (other than the Demerged Undertaking as defined in Clause 1.6).

1.10 "Resulting Company" or "Network18" means "Network18 Media & Investments Limited", a company incorporated under the Act on February 16, 1996 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi - 110001.

1.11 "Scheme of Arrangement" or "this Scheme" or "the Scheme" means this Scheme of Arrangement in its present form or with any modifications made under Clause 20 of the Scheme.

1.12 "Specified Date" means the date to be fixed by the Board of Directors or a committee thereof, of Demerged Company in consultation with Resulting Company, for the purpose of determining the members of the Demerged Company, to whom shares will be allotted pursuant to Clause 7.1 of this Scheme.

1A. EXPRESSIONS NOT DEFINED IN THIS SCHEME

The expressions which are used in this Scheme and not defined in this Scheme, shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time. In particular, wherever reference is made to High Court in the Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority as may be vested with the powers of the Hon'ble High Court under the Act.

For Network 18 Media & Investments Ltd.

For Infomedia 18 Limited

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Examined by me Delhi
High Court of Delhi at
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2. DATE OF COMING INTO EFFECT

The Scheme shall come into legal operation from the Appointed Date, though it shall be effective from the Effective Date.

3. COMPLIANCE WITH TAX LAW

This Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under the tax laws, including Section 2(19AA) and other relevant sections of the Income Tax Act, 1961, including Section 47 and Section 72A. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme, and the power to make any such amendments shall vest with the Board of Directors of Network18.

4. SHARE CAPITAL

The authorized and paid up share capital of Network18 as of June 30, 2010 is as follows:

Authorized Share Capital	
17,00,00,000 Equity Shares of Rs 5 each	85,00,00,000
11,00,000 Preference Shares of Rs 100 each	11,00,00,000
1,05,00,000 Preference Shares of Rs 200 each	2,10,00,00,000
TOTAL	3,06,00,00,000
Paid Up Share Capital	
11,56,73,513 Equity Shares of Rs 5 each	57,83,67,565
1,02,84,379 Preference Shares of Rs 150 each	1,54,26,56,850
TOTAL	2,12,10,24,415

The authorized and paid up share capital of Infomedia18 as of June 30, 2010 is as follows:

Authorized Share Capital	
10,00,00,000 Equity Shares of Rs 10 each	1,00,00,00,000
TOTAL	1,00,00,00,000
Paid Up Share Capital	
4,97,05,672 Equity Shares of Rs 10 each	49,70,56,720
TOTAL	49,70,56,720

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For Joint Registrar of Companies
Under Section 25
of the Companies Act

SECTION B: DEMERGER OF DEMERGED UNDERTAKING

5. TRANSFER OF DEMERGED UNDERTAKING

5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking shall, pursuant to the provisions contained in Sections 391 to 394 of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from Demerged Company, and be transferred to and vested in or be deemed to have been transferred to and vested in Resulting Company, on a going concern basis at book values, so as to become as and from the Appointed Date, the undertaking of Resulting Company, and to vest in Resulting Company all the rights, title, interest or obligations of Demerged Company therein.

5.2 All assets acquired by Infomedia18 after the Appointed Date and prior to the Effective Date in relation to or pertaining to Demerged Undertaking shall also stand transferred to and vested in Resulting Company upon the coming into effect of the Scheme. Where any of the assets of Infomedia18 as on the Appointed Date deemed to be transferred to Resulting Company have been sold or transferred by Infomedia18 after the Appointed Date and prior to the Effective Date, such sale or transfer shall be deemed to have been for and on account of Resulting Company.

5.3 In respect of such of the assets of the Demerged Undertaking (mentioned in Clause 5.1 and Clause 5.2 above) as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by Demerged Company and shall become the property of Resulting Company as an integral part of the Demerged Undertaking transferred to it. The aforesaid transfer shall be deemed to take effect from the Appointed Date without requiring any deed or instrument of conveyance for the same. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of Demerged Company and the Board of Directors of Resulting Company.

5.4 In respect of movables of the Demerged Undertaking other than those specified in Clause 5.3 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, it shall not be necessary to obtain the consent of any third party or other person in order to give effect to the provisions of this sub-clause, and such transfer shall be effected by notice to the concerned persons, or in any manner as may be mutually agreed by Demerged Company and Resulting Company.

5.5 In respect of such of the assets of the Demerged Undertaking other than those referred to in Clauses 5.3 and 5.4 above, the same shall without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in Resulting Company pursuant to the provisions of Section 394 of the Act and other applicable provisions of law.

5.6 It is hereby clarified that the Remaining Business of Demerged Company shall continue under the ownership of Demerged Company. Notwithstanding anything to the contrary provided in the Scheme, but subject to the requisite approvals, Demerged Company in its sole discretion may sell, transfer or dispose-off the Remaining Business during the pendency of this Scheme or otherwise on such terms and conditions as may be deemed fit.

5.7 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, certificates, authorities, powers of attorneys given by, issued to or executed in favour of Demerged Company, and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking and all other interests relating to activities carried on by the Demerged Undertaking, be transferred to and vested in Resulting Company.

5.8 In so far as the various incentives, licenses, subsidies (including applications for subsidies), grants, special status and other benefits or privileges granted by any Government body, local authority or by any other person, enjoyed or availed of by Demerged Company are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking, vest with and be available to Resulting Company on the same terms and conditions.

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5.9 It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of Demerged Company as on the Appointed Date and being a part of the Demerged Undertaking shall, without any further act or deed be and shall stand transferred to Resulting Company:

a) the liabilities which arose out of the activities or operations of the Demerged Undertaking;

b) specific loans or borrowings raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking;

c) in cases other than those referred to in sub-clauses (a) and (b) above, proportionate part of the general or multipurpose borrowings and liabilities of Demerged Company allocable to the Demerged Undertaking in the same proportion in which the value of the assets transferred under this Scheme bears to the total value of the assets of Demerged Company immediately before the demerger.

5.10 Where any of the liabilities and obligations of Demerged Company as on the Appointed Date deemed to be transferred to Resulting Company have been discharged by Demerged Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Resulting Company. Further, all loans, liabilities and obligations utilized by Demerged Company for the operations of Demerged Undertaking after the Appointed Date and prior to the Effective Date, to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to Resulting Company and shall become its liabilities and obligations.

5.11 Upon the coming into effect of this Scheme, if considered necessary for the sake of convenience and towards facilitating single point creditor discharge, the primary obligation to redeem, repay and provide security in relation to the general/ multipurpose borrowings shall be of Demerged Company. However, the amount equivalent to the portion of general or multipurpose borrowings pertaining to Resulting Company as on the Appointed Date and determined in accordance with Clause 5.9(c) shall be payable by Resulting Company to Demerged Company. Such payment by Resulting Company to Demerged Company (principal, interest or other costs) shall be made one day prior to the due date of payment by Demerged Company to the creditors.

5.12 It is further clarified that the securities or encumbrances created with respect to liabilities retained by Demerged Company over the assets comprised in Demerged Undertaking shall stand discharged from the Effective Date and the assets of Demerged Company shall be offered as security for liabilities retained by Demerged Company. However, the securities or encumbrances created with respect to liabilities retained by Demerged Company on assets of Remaining Business shall continue to subsist. Similarly, securities or encumbrances created with respect to liabilities transferred to Resulting Company over the assets of Demerged Company shall stand discharged from the Effective Date and the assets of Resulting Company shall be offered as security for liabilities transferred to Resulting Company. Notwithstanding the aforesaid, if considered necessary the Board of directors of Demerged Company and Resulting Company shall discuss and make appropriate arrangements with their creditors for offering necessary securities or encumbrances in respect of the borrowings held by respective companies.

5.13 The provisions of the Scheme insofar as they relate to the discharge or subsistance of securities as contained in Clause 5.11 and 5.12 above shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

5.14 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, Demerged Company and Resulting Company shall execute instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies, to give formal effect to the above provisions, if required.

5.15 Upon the coming into effect of this Scheme, the borrowing limits of Resulting Company in terms of Section 293 (1) (d) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of Demerged Company which are being transferred to Resulting Company pursuant to the Scheme, such limits being incremental to the existing limits of Resulting Company, with effect from the Appointed Date.

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5.16 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations and no-objection certificates obtained by Demerged Company for the operations of the Demerged Undertaking and/or to which Demerged Company is entitled to in relation to the Demerged Undertaking in terms of the various statutes and/ or schemes of Union and State Governments, shall be available to and vest in Resulting Company, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of Resulting Company. Since the Demerged Undertaking will be transferred to and vested in Resulting Company as a going concern without any break or interruption in the operations thereof, Resulting Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objection certificates and to carry on and continue the operations of the Demerged Undertaking on the basis of the same upon this Scheme becoming effective.

5.17 It is hereby clarified that the transfer of all assets and liabilities of the Demerged Undertaking shall be at values appearing in the books of account of Demerged Company as on the Appointed Date which are set forth in the closing balance sheet of Demerged Company as of the close of business hours on the date immediately preceding the Appointed Date.

5.18 It is also agreed that Demerged Company and Resulting Company shall mutually discuss and enter into suitable arrangements for sharing of common facilities, corporate name, common trademarks or any other common intellectual property rights to the extent considered necessary.

6. REMAINING BUSINESS TO CONTINUE WITH DEMERGED COMPANY

6.1 The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company.

6.2 Further,

a) all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Demerged Company 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 Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall be continued and enforced by or against the Demerged Company after the Effective Date. The Resulting Company shall in no event be responsible or liable in relation to any such legal, taxation or other proceeding against the Demerged Company, which relate to the Remaining Business.

b) If proceedings are taken against the Resulting Company in respect of the matters referred to in sub clause (a) above, it shall defend the same in accordance with the advice of the Demerged Company and at the cost of the Demerged Company, and the latter shall reimburse and indemnify the Resulting Company against all costs, damages, liabilities and obligations incurred by the Resulting Company in respect thereof.

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

a) the Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;

b) all profits accruing to the Demerged Company or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Demerged Company; and

c) all assets and properties acquired by the Demerged Company in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in the Demerged Company.

6.4 Upon the coming into effect of this Scheme, Demerged Company and Resulting Company shall be entitled to use all packaging, labels, magazine covers, point of sale material, sign board, samples, closures, video clips, other publicity material etc, lying unused and which Demerged Company was otherwise entitled to use under any statutes/ regulations, till such time as all of such packaging, labels, closures etc are exhausted.

For Infomedia 18 Limited **For Network 18 Media & Investments Ltd.**

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SECTION C – ISSUE OF SHARES/ ACCOUNTING TREATMENT

7. ISSUE OF SHARES

7.1 Upon the coming into effect of the Scheme and in pursuance of the demerger of the Demerged Undertaking into Resulting Company pursuant to this scheme, Resulting Company shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the "New Equity Shares on Demerger") at par on a proportionate basis to each member of Demerged Company whose name is recorded in the register of members of the Demerged Company as holding equity shares on the Specified Date in the ratio of 7:50 i.e., seven fully paid-up equity shares of Rs 5 each of Resulting Company to be issued for every fifty fully paid-up equity shares of Rs 10 each of Demerged Company, held by the member.

However, it is clarified that New Equity Shares on Demerger will not be issued in respect of the equity shares held by Television Eighteen India Limited ("TV18") in Demerged Company in view of the proposed merger of TV18 with Resulting Company under a separate scheme of arrangement, which shall take effect immediately prior to demerger of Demerged Undertaking into Resulting Company.

7.2 The New Equity Shares on Demerger to be issued and allotted pursuant to Clause 7.1 shall in all respects, rank pari passu from the Specified Date with the existing equity shares of Resulting Company, save and except in relation to dividends, if any, to which they may be entitled to, as and from the Appointed Date.

7.3 The New Equity Shares on Demerger to be issued and allotted in terms thereof will be subject to the relevant Memorandum and Articles of Association of the Resulting Company, and shall, subject to completion of applicable procedures, be listed on the stock exchanges where Resulting Company is currently listed.

7.4 The share entitlement ratio specified in Clause 7.1 shall be suitably adjusted for changes in the capital structure of either Resulting Company or Demerged Company post the date of the Board Meeting approving the Scheme, provided the changes relate to matters such as bonus issue, split of shares and consolidation of shares. All such adjustments to the share entitlement ratio shall be deemed to be carried out as an integral part of this Scheme upon agreement in writing by the Board of Directors of both Resulting Company and Demerged Company.

7.5 In case any member's holding in Demerged Company is such that the member becomes entitled to a fraction of an equity share in Resulting Company, Resulting Company shall not issue fractional shares to such member but shall consolidate such fractions and issue consolidated equity shares to separate trustees nominated by Resulting Company in that behalf, who shall sell such shares at prevailing market prices within a reasonable time frame after the allotment and distribute the net sale proceeds (after deduction of tax, if applicable) to the members of Demerged Company in proportion to their fractional entitlements.

7.6 Insofar as the allotment of shares pursuant to Clause 7.1 is concerned, each member of the Demerged Company shall have the option to be exercised, by giving a notice to Resulting Company, on or before such date as may be determined by the Board of Directors of the Resulting Company, to receive the shares either in physical certificate form or in dematerialized form. In the event the Resulting Company does not receive such notice or requisite details in respect of any member, the Resulting Company may allot shares in dematerialized form to the extent it has the necessary details of the account holder for issue of shares in dematerialized form and in respect of other members, issue share certificates in physical form. In respect of those members exercising the option to receive the shares in dematerialized form, such members shall have opened and maintained an account with a depository participant, and shall provide such other confirmation, information and details as may be required.

7.7 Equity shares to be issued pursuant to Clause 7.1 of this Scheme, in respect of any equity shares of Demerged Company which is held in abeyance under the provisions of Section 206A of the Act or otherwise, shall pending allotment or settlement of dispute by order of Court or otherwise be held by the trustees appointed by Resulting Company.

7.8 In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any shareholder of Demerged Company, the Board of Directors or any committee thereof of Demerged Company shall be empowered in appropriate cases, even subsequent to the Specified

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Date or the Effective Date, as the case may be, to effectuate such a transfer, as if such changes in registered holder were operative as on the Specified Date.

7.9 In respect of the stock entitlements granted by the Demerged Company, if any, under any of the employees stock options scheme or other employee compensation plans to eligible participants which have not been exercised and are outstanding on the Effective Date, the said eligible participants shall, in lieu of the stock entitlements held by them in Demerged Company ("Demerged Company Stock Options"), receive corresponding stock entitlements in the Resulting Company determined in accordance with the share exchange ratio (as defined in Clause 7.1 hereinbefore) or as may be determined by the Compensation Committee of Network18 with the objective of preserving the interest of the employees.

7.10 Upon the issue of New Equity Shares on Demerger in terms of the Scheme, the provisions of Section 81 (1A) of the Act shall be deemed to have been complied with and such issue shall be an integral part of this Scheme.

7.11 Upon coming into effect of this Scheme and with effect from the Appointed Date, the Memorandum of Association of Resulting Company shall be deemed to be amended to include therein the relevant clauses from the Memorandum of Association ("MOA") of Demerged Company, enabling them to carry on the business of Demerged Undertaking. It is hereby clarified that such amendment shall be deemed to have been undertaken as an integral part of this Scheme and all relevant provisions of the Act, including the procedure prescribed under Section 17 of the Act shall be deemed to have been complied with and no additional steps are required.

Accordingly, upon coming into effect of this Scheme the following clauses shall be deemed to be inserted in the main objects clause of MOA of Resulting Company related to carrying on of publishing business:

- *To carry on the business of printers, publishers, commercial artists and advertising agents in all its branches.*
- *To carry on business as Proprietors and Publishers of any newspapers, journals, magazines, business directories, books and other literary works and undertakings.*
- *To carry on business as stationers, lithographers, electrotypers, photographic printers, colour photographers, photo lithographers, photo-gravure printers, aniline and rubber block printers, silk printers, engravers, die-sinkers, process block-makers and account book manufacturers machine rulers, numerical printers, account book makers, box makers, cardboard manufacturers, type founders, photographers, binders, manufacturers of and dealers in playing cards and dealers in parchment and stamps, New Year and presentation cards, advertising novelties, designers, draughtsman, ink manufacturers, book sellers, and dealers in or manufacturers of any other articles or things of a similar or analogous to the foregoing, or any of them or connected there with.*

8. **ACCOUNTING TREATMENT**

8.1 Treatment in the books of Demerged Company

(a) Upon the coming into effect of this Scheme, with effect from the Appointed Date, the book value of the assets and liabilities of the Demerged Undertaking, at the close of business of the day immediately preceding the Appointed Date, transferred to Resulting Company shall be reduced from the book value of the assets and liabilities of the Demerged Company.

(b) The aggregate of the net assets of the Demerged Undertaking standing in the books of accounts of the Demerged Company transferred to the Resulting Company as increased by the debit balance of Profit and Loss Account of Demerged Company at the close of business of the day immediately preceding the Appointed Date, shall be adjusted against the following, in the order specified, to the extent required:

i. Capital Reserve Account; and
ii. Securities Premium Account.

(c) Insofar as the accounts representing common or multipurpose borrowings referred to in Clause 5.9 are concerned, they shall stand reduced by the amounts transferred to the Resulting Company in accordance with the provisions of this Scheme.

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(d) Pursuant to the provisions of this Scheme and Section 100 and all other applicable provisions of the Act, the reduction in the balance in Securities Premium Account and other reserves as per Clause (b) above, as the case may be, shall be effected as an integral part of this Scheme only, as the same does not involve either diminution of liability in respect of unpaid capital or payment to any shareholder of any amount paid in respect of shares issued and the order of the Courts sanctioning this Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction.

The necessary approvals/ consents to be obtained by the Demerged Company from its shareholders and creditors, as required, for the Scheme shall always deemed to include the approval / consents required to be obtained under Section 100 and the Demerged Company shall not nor shall be obliged to call for a separate meeting of its shareholders and creditors for obtaining their approval sanctioning the reduction of Securities Premium Account, as the case may be, as contemplated herein.

Notwithstanding the reduction in capital of the Demerged Company as aforesaid, it shall not be required to add "and reduced" as suffix to its name.

8.2 Treatment in the books of Resulting Company

(a) Upon the coming into effect of this Scheme, Resulting Company shall record all the assets and liabilities of Demerged Undertaking transferred to it in pursuance of this Scheme at their respective book values thereof appearing in the books of account of Demerged Company immediately before the Appointed Date.

(b) The difference between the assets and liabilities transferred pursuant to the demerger of the Demerged Undertaking to the Resulting Company, duly adjusted for face value of the New Equity Shares on Demerger issued pursuant to Clause 7.1, and write down of the investment in Demerged Company [Remaining Business] to fair value, shall be written off by Resulting Company against the following, in the order specified, to the extent required:

i) Capital Reserve Account; and
ii) Share Premium Account.

8.3 It is hereby clarified that all transactions during the period between the Appointed Date and Effective Date relating to the Demerged Undertaking would be duly reflected in the financial statements of Resulting Company, upon the Scheme coming into effect.

8.4 Pursuant to the provisions of this Scheme and Section 100 and all other applicable provisions of the Act, the amount of reduction, duly increased by the expenses incurred in connection with the Scheme, in the balance in Securities Premium Account and other reserves as per Clause 8.2 (b) above, as the case may be, shall be effected as an integral part of this Scheme only, as the same does not involve either diminution of liability in respect of unpaid capital or payment to any shareholder of any amount paid in respect of shares issued and the order of the Courts sanctioning this Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction.

The necessary approvals/ consents to be obtained by the Resulting Company from its shareholders and creditors, as required, for the Scheme shall always deemed to include the approval / consents required to be obtained under Section 100 and the Resulting Company shall not nor shall be obliged to call for a separate meeting of its shareholders and creditors for obtaining their approval sanctioning the reduction of Securities Premium Account, as the case may be, as contemplated herein.

8.5 To the extent that there are inter-corporate loans, other outstanding amounts or transactions between the Demerged and Resulting Company, including those between Appointed Date and Effective Date, it is agreed by the Demerged Company and Resulting Company that all the requirements of the Act and any other applicable law with respect to such amounts shall be deemed to have been duly complied with.

8.6 Notwithstanding anything contained in Clause 8 hereinabove, the Board of Directors of the companies are authorized to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the prescribed Accounting Standards issued by the Institute of Chartered Accountants of India and applicable generally accepted accounting principles.

For Infomedia 18 Limited **For Network 18 Media & Investments Ltd.**

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Under Section

SECTION D - OTHER PROVISIONS

9. LEGAL PROCEEDINGS

All legal or other proceedings of whatsoever nature by or against the Demerged Undertaking pending and/ or arising on or after the Appointed Date and relating to the Demerged Undertaking or its properties, assets, debts, liabilities, duties and obligations, shall be continued and/ or enforced until the Effective Date as desired by Resulting Company and as and from the Effective Date shall be continued and enforced by or against Resulting Company in the same manner and to the same extent as would or might have been continued and enforced by or against Demerged Company. On and from the Effective Date, Resulting Company shall and may, if required, initiate any legal proceedings in its name in relation to the Demerged Undertaking in the same manner and to the same extent as would or might have been initiated by Demerged Company.

10. CONTRACTS AND DEEDS

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments, if any, of whatsoever nature to which Demerged Company (to the extent related to the Demerged Undertaking) is a party and subsisting or having effect on the Effective Date shall be in full force and effect against or in favour of Resulting Company, as the case may be, and may be enforced by or against Resulting Company as fully and effectually as if, instead of Demerged Company, Resulting Company had been a party thereto. Resulting Company may enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which Demerged Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. Resulting Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of Demerged Company and to implement or carry out all formalities required on the part of Demerged Company to give effect to the provisions of this Scheme.

11. BUSINESS AND PROPERTY IN TRUST

11.1 As and from the Appointed Date, upto and including the Effective Date:

(i) Demerged Company (to the extent of the Demerged Undertaking), shall carry on and be deemed to have carried on its business and activities and shall stand possessed of all the assets and properties, in trust for Resulting Company and shall account for the same to Resulting Company.

(ii) Income or profit accruing or arising to the Demerged Undertaking and all costs, charges, expenses and losses or taxes incurred by the Demerged Undertaking shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of Resulting Company and shall be available to the Resulting Company for being disposed off in any manner as it thinks fit.

12. CONDUCT OF BUSINESS

12.1 With effect from the date of approval of the Scheme by the Board of Directors of Demerged Company and upto the Effective Date:

(i) Demerged Company (to the extent related to the Demerged Undertaking) shall carry on its business with reasonable diligence and in the same manner as it had been doing hitherto fore, and Demerged Company shall not alter or substantially expand the business of the Demerged Undertaking, except with the written concurrence of Resulting Company.

(ii) Demerged Company shall not, without the written concurrence of Resulting Company, transfer, alienate, charge or encumber any business activity of the Demerged Undertaking, or properties (including intellectual property), rights or assets of the Demerged Undertaking, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Demerged Company.

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(iii) Demerged Company (to the extent of the Demerged Undertaking) shall not without the written concurrence of Resulting Company, vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Demerged Company, the terms and conditions of employment of any of its employees, nor shall it conclude settlement with employees.

13. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking and the continuance of proceedings by or against Resulting Company shall not affect any transaction or proceedings already concluded by the Demerged Undertaking on or before the date when Demerged Company adopts the Scheme in its Board meeting, and after the date of such adoption till the Effective Date, to the end and intent that Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Undertaking in respect thereto as done and executed on behalf of itself.

14. STAFF AND EMPLOYEES

14.1 Upon the Scheme coming into effect, all staff and employees of the Demerged Undertaking shall be deemed to have become staff and employees of Resulting Company without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with Resulting Company shall not be less favourable than those applicable to them with reference to Demerged Company on the Effective Date.

14.2 Upon the Scheme coming into effect, the accounts of the employees, who are employed who fall under Clause 14.1 above, relating to the Provident Fund, Gratuity Fund and Pension and/or Superannuation Fund and any other Fund, shall be identified, determined and transferred to the respective funds of the Resulting Company and the employees shall be deemed to have become members of such trusts/ respective funds set up by the Resulting Company or set up under any statutory provisions/ schemes framed by Life Insurance Corporation or any other qualified insurer. The Demerged Company and the Resulting Company shall co-operate and take all such steps as may be necessary to give effect to the provisions of this clause, with the end and intent that the interests of employees are protected. The Demerged Company agrees to stand in and support the Resulting Company, during the period that the Funds or employee benefit arrangements of Resulting Company are set up, subject to applicable law.

15. TAXES

Each of the Demerged Company and the Resulting Company is expressly permitted to file/ revise their respective income tax, service tax, sales tax/ value added tax, excise, customs and other statutory returns and filings, consequent to the scheme becoming effective notwithstanding that the period of filing/ revising such returns may have lapsed. Further, each of the Demerged Company and the Resulting Company are expressly permitted to amend their TDS certificates and shall have the right to claim refund, advance tax credits, withholding tax credits, set offs, benefit of compliances and adjustments relating to their respective incomes/ transactions from the Appointed Date. It is specifically declared that the taxes/ duties paid by the Demerged Company or withheld on its behalf in relation to the Demerged Undertaking shall be deemed to be to be taxes/ duties paid by the Resulting Company and the Resulting Company shall be entitled to claim credit of such taxes deducted/ paid against its tax/ duty liability notwithstanding that the certificates/ challans or other documents for payment of such taxes/ duties are in the name of Resulting Company.

16. CHANGE IN CAPITAL STRUCTURE

Notwithstanding anything else contained in this Scheme, during the pendency of the Scheme, Demerged Company and Resulting Company are expressly authorized to raise capital for the purpose of funding growth or any other purpose, in any manner as considered suitable by their Board of Directors, whether by means of rights issue, preferential issue, public issue or any other manner whatsoever. Further, such funds may be raised by means of any instrument considered suitable by their respective Board of Directors, including equity/ equity linked instruments, convertible/ non convertible bonds, debentures, debt, ADRs/ GDRs etc. Provided that any such capital raising exercise shall be approved in writing by the Board of Directors of both Demerged Company and Resulting Company to preserve the interests of their respective shareholders.

For Infomedia 18 Limited

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17. APPLICATION TO HIGH COURT AND OTHER AUTHORITY

17.1 Demerged Company and Resulting Company shall, with all reasonable dispatch, make applications to the Courts under Section 391 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the members and/ or creditors of Demerged Company and Resulting Company as may be directed by the Courts.

17.2 On the Scheme being agreed to by the requisite majorities of the classes of members, Demerged Company and Resulting Company shall, with all reasonable dispatch, apply, to the Courts for sanctioning the Scheme under Sections 391 and 394 read with Section 100 of the Act, and for such other order or orders, as the Courts may deem fit for carrying this Scheme into effect.

17.3 For the purpose of issue of equity shares pursuant to the Scheme, the Resulting Company may obtain such approvals and clearances as may be required under applicable law. Where necessary, with respect to a shareholder or class of shareholders, as may be appropriate, without prejudice to Clause 3 of this Scheme, the Resulting Company shall be entitled to make such other arrangements as may be required for the issue and allotment of shares, including the setting up of a trust to hold and/ or to dispose off the shares with the understanding that the interests of shareholders shall be protected at all times subject to applicable law and taxes.

18. CONDITIONALITY OF SCHEME

18.1 The Scheme is conditional upon and subject to:

(i) the Scheme being agreed to by the respective requisite majority of Members and Creditors of Demerged Company and Resulting Company, as applicable either at their meetings or by consent/ no-objection letters; and

(ii) the Scheme being approved by the Courts.

18.2 This Scheme, although to come into operation from the Appointed Date, shall become effective from the date on which certified copies of orders under Sections 391 to 394 of the Act are duly filed by Demerged Company and Resulting Company with the Jurisdictional Registrar of Companies. The abovementioned date of such filings shall be the "Effective Date" for the purpose of this Scheme.

19. EFFECT OF NON APPROVALS

In the event any of the said sanctions and approvals referred to in Clause 18 above not being obtained and/ or the Scheme not being passed as aforesaid before December 31, 2011 or within such further period or periods as may be agreed upon between Resulting Company by its Directors and Demerged Company by its Directors (and which the Board of Directors are hereby empowered and authorized to agree to and extend from time to time without any limitations), this Scheme of Arrangement shall stand revoked, cancelled and be of no effect and null and void save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as may otherwise arise in law and in such event each party shall bear their respective costs, charges and expenses in connection with the Scheme.

20. MODIFICATION OR AMENDMENT

20.1 Demerged Company by its Directors, or Resulting Company by its directors, may assent to any modification(s) or amendment(s) in 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 the Scheme or which may be considered necessary due to any change in law or other reason, and Resulting Company (by its Directors) and Demerged Company (by its Directors) be and are hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the Court or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/ or any matters concerning or connected therewith.

For Infomedia 18 Limited

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For Network 18 Media & Investments Ltd.

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20.2 For the purpose of issue and allotment of shares pursuant to the Scheme, Resulting Company shall, if and to the extent required, apply for and obtain the necessary approvals from the appropriate regulatory authority, for the issue and allotment of equity shares of Resulting Company to the shareholders of Demerged Company.

20.3 Any issue as to whether any asset or liability pertains to or is relatable to the Demerged Undertaking or not, shall be decided by the Board of Directors of Demerged Company.

20.4 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the respective Boards of Directors of Demerged Company and Resulting Company, affect the adoption or validity or interpretation of the other parts and/ or provisions of this Scheme. It is hereby clarified that the Board of Directors of Demerged Company and Resulting Company may in their absolute discretion, adopt any part of this Scheme or declare the entire Scheme to be null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own cost or bear costs as may be mutually agreed.

21. CHANGE OF NAME OF DEMERGED COMPANY

Upon coming into effect of this Scheme, the name of the Demerged Company shall stand changed to "Infomedia Press Limited" or such other name as may be approved by the Registrar of Companies and/or other applicable regulatory authorities, if any, without any further act or deed. Accordingly, all approvals as required under Section 21 and such other applicable provisions of the Act read with relevant rules and regulations made thereunder from the Board of Directors, Shareholders or any regulatory authority shall be deemed to have been obtained by the Demerged Company.

22. COSTS, CHARGES AND EXPENSES

All costs and expenses including the stamp duty and transfer charges (if any) arising out of or incurred in carrying out and implementing this Scheme shall be equally split and paid by Resulting Company and Demerged Company. All the aforesaid expenses shall be referred to as "Expenses of Scheme".

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SCHEDULE OF PROPERTIES

SCHEDULE OF PROPERTIES OF INFOMEDIA18 LIMITED (DEMERGED COMPANY) RELATING TO 'PUBLISHING UNDERTAKING' TO BE TRANSFERRED TO AND VESTED IN NETWORK 18 MEDIA & INVESTMENTS LIMITED (RESULTING COMPANY) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN INFOMEDIA18 LIMITED AND NETWORK 18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold properties of the Demerged Company relating to 'Publishing Undertaking' to be transferred to the Resulting Company

S. No	Location	Khata No/ Khasra No	Area (In Acres)
1	Mumbai	Flat No.12, 2nd Floor, Building No.5A, Juhu Sangeeta Co-op Housing Society Ltd. (Soc Regd No. BOM/HSG/4254 of 1974), Plot No 71-A-2, Near Kollwada Bus Stop, Juhu Road, Mumbai 400049	2 BHK - 750 Sq Ft Carpet Area, 900 Sq Ft Built Up Area,
2	Gujarat	Office No.901 to 905, 9th Floor, Sakar - III, Sattar Taluka Society, Opp High Court, Navrangpura, Ahmedabad, 380014 Gujarat	3200 Sq Ft Carpet Area, 4055 Sq Ft Built Up Area,
3	Bangalore	Office No. 1201 to 1210 alongwith 3 Nos. Covered Car Parking, 12th Floor, C Wing, Mittal Tower, Opp to ING Vysya Bank, MG Road, Bangalore 560001	3948 Sq Ft Carpet Area, 4295 Sq Ft Built Up Area, Covered car parking 360 sq ft,
4	Mumbai	Flat No.506, 5th Floor alongwith Garage No.15, Versova Gayathri Co-op Housing Society Ltd, Opp Pratap Society, Juhu Versova Link Road, Off J P Road, Seven Bungalow, Andheri West, Mumbai 400058	2 BHK - 782 Sq Ft Carpet Area, 1056 Sq Ft Built Up Area,
5	Mumbai	Flat No. 103, 1st Floor, A Wing, Bhanu Condominium, Iskar Marg (Gandhigram Road), Near Hare Rama Hare Krishna Mandir, Juhu, Mumbai 400049	2 BHK - 936 Sq Ft Carpet Area, 1123 Sq Ft Built Up Area,
6	Mumbai	Flat No. 402, 4th Floor, B Wing, Sangrila Premises Co-op Housing Society Ltd. (Society Registration No. BOM/GEN/1160 of 20.10.1978), Sqn Leader Harminder Singh Road, Seven Bungalows, Versova, Mumbai 400061	2 BHK - 682 Sq Ft Carpet Area, 818 Sq Ft Built Up Area,
7	Mumbai	Flat No.501, 5th Floor alongwith Parking Space No.2, Uphaar Co-op Housing Society ltd, (Society Registration No. BOM/WK/HSG (TC)/11069/2001-02), D P Road Off J P Road, Seven Bungalows, Mumbai 400061	2 BHK - 738 Sq Ft Carpet Area, 886 Sq Ft Built Up Area,

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PART II

Short description of the leasehold properties of the Demerged Company relating to 'Publishing Undertaking' to be transferred to the Resulting Company

S No	Location	Khata No/ Khasra No	Area (in Acres)
1	Navi Mumbai	Flat No.7 , First Floor, Building No.23, Hill View Co-op Housing Society Ltd, NL -5 Type, Sector 11, Near Ayappa Temple, Nerul Navi Mumbai, Mumbai 400706	1 BHK - 355 Sq Ft Carpet Area, 426 Sq Ft Built Up Area ,
2	Navi Mumbai	Flat No.1, 1st Floor, Tower A, Shailesh Co-op Housing Society Ltd., (Society Registration No. TNA/HSG/315 dt. 19.01.1967), Plot No.12, Sector 19-A, Near Ryan International School, Sion Panwel Highway, Nerul, Navi Mumbai 400706	2 BHK - 745 Sq Ft Carpet Area, 1043 Sq Ft Built Up Area,
3	Navi Mumbai	Flat No.6, 2nd Floor, B Wing, Alaknanda Co-op Housing Society Ltd, Plot No.24 - B, Sector 14, Near ICL College & PKC Hospital Vashi, Navi Mumbai 400705	3 BHK - 1160 Sq Ft Carpet Area, 1566 Sq Ft Built Up Area,
4	Navi Mumbai	Flat No.4, 7th Floor, Tower B, Shailesh Co-op Housing Society Ltd., (Society Registration No. TNA/HSG/315 dt. 19.01.1967), Plot No.12, Sector 19-A, Near Ryan International School, Sion Panwel Highway, Nerul, Navi Mumbai 400706	2 BHK - 748 Sq Ft Carpet Area, 1047 Sq Ft Built Up Area,
5	Navi Mumbai	Land Building , Plant & Machinery situated at Plot No.3, Sector 7, Adjacent D Y Patil Stadium, Off Sion Panvel Express Highway, Nerul , Navi Mumbai 400706	Office Building - Ground Floor - 9667 sq ft, Office Building First Floor - 5169 sq ft, Plant Area - 35414 sq ft, Utility Shed - 3224 sq ft, Security Cabin & Entrance - 628 sq ft, Store Room - 326 sq ft Built Up Area, Approx 24 Years Old

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PART III

Short description of all the stocks, shares, debentures and other charges in action of the Demerged Company relating to 'Publishing Undertaking' to be transferred to the Resulting Company

Description of all stocks, shares, debentures and other charges in action of the Demerged Company relating to 'Publishing Undertaking' to be transferred to the Resulting Company under the Scheme of Arrangement is as under:

Investment in subsidiaries
1,000 Equity shares of £1 each of Glyph International UK Limited (formerly Keyword Group Limited)
15,926 equity shares of Cepha Imaging Private Limited
469,996 equity shares of Glyph International Limited (formerly American Devices India Private Limited)
100% ownership interest in Glyph International US LLC (formerly Software Services LC)

Investment in joint venture :
4,900,000 equity shares of Reed Infomedia India Private Limited -

Investment in Government securities
5 years National Savings Certificates of Rs. 6500/-

Mutual Funds	Amount in Rs (approx)
Units of HDFC Floating Rate Income Fund Short Term Plan - Wholesale option - Dividend Reinvestment	11,560,695
Units of Reliance Medium Term Fund Daily Dividend Plan	40,083,518
Units of LICMF Income Plus Fund Daily Dividend Plan	30,055,814
Units of JM Money Manager Fund Super Plus Plan - Daily Dividend	50,071,861
Units of Kotak Floater Long Term Daily Dividend	30,042,487
Units of HDFC Floating Rate Income Fund Short-Term Plan - Wholesale option - Dividend Reinvestment	20,003,126

Dated this the 22nd November, 2011
By order of the Court

-Sd/-
Registrar (Co.)
for Registrar General

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Administrative Officer (Judl.)
(Original)
High Court of Delhi
New Delhi

18/1/12

IN THE HIGH COURT OF DELHI AT NEW DELHI

ORIGINAL JURISDICTION

COMPANY PETITION NO. 266 OF 2011

CONNECTED WITH

COMPANY APPLICATION (M) NO. 181 OF 2010

In the matter of the Companies Act, 1956

AND

In the matter of Sections 391 to 393 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959

AND

In the matter of the Scheme of Arrangement between Infomedia 18 Limited and Network18 Media & Investments Limited

MEMO OF PARTIES

IN THE MATTER OF:

INFOMEDIA 18 LIMITED A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE AT 503, 504 & 507, 5TH FLOOR, MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG, NEW DELHI – 110001

..... NON PETITIONER COMPANY

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IN THE MATTER OF:

NETWORK18 MEDIA & INVESTMENTS LIMITED A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE AT 503, 504 & 507, 5TH FLOOR, 'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG, NEW DELHI - 110001

.... PETITIONER COMPANY

FILED BY:

TARUN GUPTA

ADVOCATE FOR THE PETITIONER COMPANIES

AT D - 4/1, VASANT VIHAR

NEW DELHI



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IN THE HIGH COURT OF DELHI AT NEW DELHI

\+ CO.PET. 266/2011

IN THE MATTER OF NETWORKS 18
MEDIA & INVESTMENTS LIMITED ..... Petitioner

Through: Ms. Swati Gupta, Advocate for petitioner-company/applicant in CA 304/2012.
Mr.K.S.Pradhan, Dy. ROC for Regional Director (Northern Region).

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

ORDER

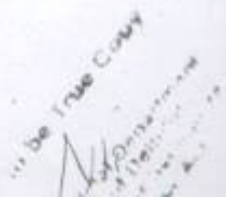
% 14.02.2012

Co. Appl. 304/2012 in Co. Pet. 266/2011

Learned counsel for the applicant states that the applicant is only seeking extension of 45 days' time for filing the order dated 22nd November, 2011 passed by this Court with the Registrar of Companies.

Issue notice. Mr.K.S.Pradhan, Deputy Registrar of Companies accepts notice on behalf of the Regional Director. He states that he has no objection to the aforesaid prayer being allowed.

Accordingly, keeping in view the aforesaid consent of Mr.Pradhan and the averments in the application, the applicant is

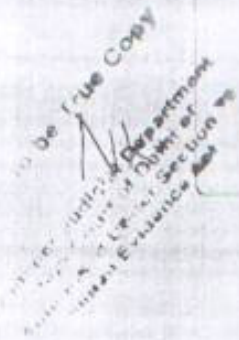


granted 45 days' further time to file the order dated 22nd November, 2011 with the Registrar of Companies.

Accordingly, the application stands disposed of.

-Sd/-
MANMOHAN, J

FEBRUARY 14, 2012
js



Annexure-C

SCHEDULE OF PROPERTIES

SCHEDULE OF PROPERTIES OF INFOMEDIA18 LIMITED (DEMERGED COMPANY) RELATING TO 'PUBLISHING UNDERTAKING' TO BE TRANSFERRED TO AND VESTED IN NETWORK 18 MEDIA & INVESTMENTS LIMITED (RESULTING COMPANY) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN INFOMEDIA18 LIMITED AND NETWORK 18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold properties of the Demerged Company relating to 'Publishing Undertaking' to be transferred to the Resulting Company

S No	Location	Khata No/ Khasra No	Area (in Acres)
1	Mumbai	Flat No.12, 2nd Floor, Building No 5A, Juhu Sangeeta Co-op Housing Society Ltd. (Soc Regn No. BOM/HSG/4254 of 1974), Plot No 71-A-2, Near Koliwada Bus Stop, Juhu Road, Mumbai 400049	2 BHK - 750 Sq Ft Carpet Area, 900 Sq Ft Built Up Area,
2	Gujarat	Office No.901 to 905, 9th Floor, Sakar - III, Sattar Taluka Society, Opp High Court, Navrangpura, Ahmedabad, 380014 Gujarat	3200 Sq Ft Carpet Area, 4055 Sq Ft Built Up Area,
3	Bangalore	Office No. 1201 to 1210 alongwith 3 Nos. Covered Car Parking, 12th Floor, C Wing, Mittal Tower, Opp to ING Vysya Bank, MG Road, Bangalore 560001	3948 Sq Ft Carpet Area, 4295 Sq Ft Built Up Area, Covered car parking 360 sq ft,
4	Mumbai	Flat No.506, 5th Floor alongwith Garage No.15, Versova Gayathri Co-op Housing Society Ltd, Opp Pratap Society, Juhu Versova Link Road, Off J P Road , Seven Bungalow, Andheri West, Mumbai 400058	2 BHK - 782 Sq Ft Carpet Area, 1056 Sq Ft Built Up Area,
5	Mumbai	Flat No. 103, 1st Floor, A Wing, Bhanu Condominium, Jukar Marg (Gandhigram Road), Near Hare Rama Hare Krishna Mandir, Juhu, Mumbai 400049	2 BHK - 936 Sq Ft Carpet Area, 1123 Sq Ft Built Up Area,
6	Mumbai	Flat No. 402, 4th Floor, B Wing, Sangrila Premises Co-op Housing Society Ltd. (Society Registration No. BOM/GEN/1160 of 20.10.1978), Sqn Leader Harminder Singh Road, Seven Bungalows, Versova, Mumbai 400061	2 BHK - 682 Sq Ft Carpet Area, 818 Sq Ft Built Up Area,
7	Mumbai	Flat No.501, 5th Floor alongwith Parking Space No.2, Uphaar Co-op Housing Society ltd, (Society Registration No. BOM/WK/HSG (TC)/11069/2001-02), D P Road Off J P Road, Seven Bungalows, Mumbai 400061	2 BHK - 738 Sq Ft Carpet Area, 886 Sq Ft Built Up Area,

PART II

Short description of the leasehold properties of the Demerged Company relating to 'Publishing Undertaking' to be transferred to the Resulting Company

S No	Location	Khata No/ Khasra No	Area (in Acres)
1	Navi Mumbai	Flat No.7 , First Floor, Building No.23, Hill View Co-op Housing Society Ltd, NL -5 Type, Sector 11, Near Ayappa Temple, Nerul Navi Mumbai, Mumbai 400706	1 BHK - 355 Sq Ft Carpet Area, 426 Sq Ft Built Up Area ,
2	Navi Mumbai	Flat No.1, 1st Floor, Tower A, Shailesh Co-op Housing Society Ltd., (Society Registration No. TNA/HSG/315 dt. 19.01.1967), Plot No.12, Sector 19-A, Near Ryan International School, Sion Panwel Highway, Nerul, Navi Mumbai 400706	2 BHK - 745 Sq Ft Carpet Area, 1043 Sq Ft Built Up Area,
3	Navi Mumbai	Flat No.6, 2nd Floor, B Wing, Alaknanda Co-op Housing Society Ltd, Plot No.24 - B, Sector 14, Near ICL College & PKC Hospital Vashi, Navi Mumbai 400705	3 BHK - 1160 Sq Ft Carpet Area, 1566 Sq Ft Built Up Area,
4	Navi Mumbai	Flat No.4, 7th Floor, Tower B, Shailesh Co-op Housing Society Ltd., (Society Registration No. TNA/HSG/315 dt. 19.01.1967), Plot No.12, Sector 19-A, Near Ryan International School, Sion Panwel Highway, Nerul, Navi Mumbai 400706	2 BHK - 748 Sq Ft Carpet Area, 1047 Sq Ft Built Up Area,

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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ CO.PET. 266/2011

IN THE MATTER OF
M/S. NETWORKS 18 MEDIA
& INVESTMENTS LIMITED ..... Petitioner

Through Mr. Nidhesh Gupta, Senior Advocate with Mr. Tarun Gupta, Advocate for petitioner-company.
Mr. K.S. Pradhan, Dy. ROC for Regional Director (NR).
Ms. Anubha Rastogi, Advocate for Infomedia 18 Employees' Union.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

ORDER

% **03.05.2012**

CO. APPL. 633/2012

Present application has been filed seeking amendment/ rectification of the order dated 27th November, 2011 so as to include the revised schedule of the properties of petitioner-company, M/s Networks 18 Media and Investments Ltd. annexed as Annexure C

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to the present application. By this application the applicant has also sought extension of time in filing the order passed by this Court on 27th November, 2011 with the Registrar of Companies within fifteen days of the FIPB approval.

Mr. K.S. Pradhan, Deputy Registrar of Companies appearing for the Registrar of Companies state that he has no objection to the present application being allowed by this Court.

Mrs. Anubha Rastogi, learned counsel for the applicant/ workmen of the Printing Division of the petitioner-company states that by virtue of the Demerger, the rights and interest of the workmen would be adversely affected.

Having heard the parties this Court is of the opinion that issue of adverse impact on the workmen has already been considered by this Court while sanctioning the Scheme of Arrangement. By the present application, the applicant is seeking to retain the Printing Press asset with the Printing Division of the petitioner-company. In

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the opinion of this Court, the retention of the said asset by the Printing Division of petitioner-company would only benefit the employees of the Printing Division that means the clients of Mrs. Anubha Rastogi.

Consequently, present application is allowed and the revised schedule of the property of M/s Networks 18 Media and Investments Ltd. annexed as Annexure C to the present application is taken on record. The time for filing the order passed by this Court with the Registrar of Companies is extended for a period of fifteen days from today. Accordingly, the order dated 22nd November, 2011 stands amended to the aforesaid extent.

With the aforesaid observations, present application stands disposed of.

Order dasti.

MANMOHAN, J

MAY 03, 2012
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Date of Presentation of Application for copy 4.5.12
No. of Words/Pages 3
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Date of Receipt of Record for Copy
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Administrative Officer (Judl.)
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High Court of Delhi
New Delhi

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IN THE HIGH COURT OF DELHI AT NEW DELHI

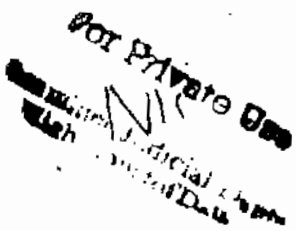
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ORIGINAL JURISDICTION

COMPANY PETITION NO. 266 OF 2011

CONNECTED WITH

COMPANY APPLICATION (M) NO. 181 OF 2010



In the matter of the Companies Act, 1956

AND

In the matter of Sections 391 to 393 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959

AND

In the matter of the Scheme of Arrangement between Infomedia 18 Limited and Network18 Media & Investments Limited

MEMO OF PARTIES

IN THE MATTER OF:

INFOMEDIA 18 LIMITED A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE AT 503, 504 & 507, 5TH FLOOR, MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG, NEW DELHI – 110001

.... NON PETITIONER COMPANY

B

IN THE MATTER OF:

NETWORK18 MEDIA & INVESTMENTS LIMITED A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE AT 503, 504 & 507, 5TH FLOOR, 'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG, NEW DELHI - 110001

.... PETITIONER COMPANY

FILED BY:

TARUN GUPTA

ADVOCATE FOR THE PETITIONER COMPANIES

AT D - 4/1, VASANT VIHAR

NEW DELHI

Examined by the Official Department
High Court of Delhi at
Authorised Under Section 76
Indian Evidence Act

16
$~
* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ CO.PET. 266/2011

IN THE MATTER OF NETWORKS 18 MEDIA & INVESTMENTS LIMITED ..... Petitioner

Through: Mr. Saurabh Kalia, Advocate with Mr. Sameer Chaudhary and Mr. Harshit Aggarwal, Advocates for applicant-petitioner.
Mr. K.S. Pradhan, Deputy Registrar of Companies for Regional Director (Northern Region).
Ms. Svetlana Loveya, Advocate for Workmen Union.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

ORDER

% **22.05.2012**

Co. Appl. 1068/2012 in Co. Pet. 266/2011

Present application has been filed seeking rectification of the order dated 03rd May, 2012.

It is stated in the application that due to typographical error, the initial order sanctioning the Scheme has been mentioned as 27th November, 2011 instead of 22nd November, 2011.

Keeping in view the aforesaid averments, present application is allowed and order dated 03rd May, 2012 shall now read as under:-

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High Court of Delhi
Authorised Under Section 76
Indian Evidence Act

"CO. APPL. 633/2012

Present application has been filed seeking amendment/ rectification of the order dated ***22nd November, 2011*** *so as to include the revised schedule of the properties of petitioner-company, M/s Networks 18 Media and Investments Ltd. annexed as Annexure C to the present application. By this application the applicant has also sought extension of time in filing the order passed by this Court on* ***22nd November, 2011*** *with the Registrar of Companies within fifteen days of the FIPB approval.*

Mr. K.S. Pradhan, Deputy Registrar of Companies appearing for the Registrar of Companies state that he has no objection to the present application being allowed by this Court.

Mrs. Anubha Rastogi, learned counsel for the applicant/ workmen of the Printing Division of the petitioner-company states that by virtue of the Demerger, the rights and interest of the workmen would be adversely affected.

Having heard the parties this Court is of the opinion that issue of adverse impact on the workmen has already been considered by this Court while sanctioning the Scheme of Arrangement. By the present application, the applicant is seeking to retain the Printing Press asset with the Printing Division of the petitioner-company. In the opinion of this Court, the retention of the said asset by the Printing Division of petitioner-company would only benefit the employees of the Printing Division that means the clients of Mrs. Anubha Rastogi.

Consequently, present application is allowed and the revised schedule of the property of M/s Networks 18 Media and Investments Ltd. annexed as Annexure C to the present application is taken on record. The time for filing the order passed by this Court with the Registrar of Companies is extended for a period of fifteen days from

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Examiner Judicial Department
High Court of Delhi
Authorised Under Section 76
Indian Evidence Act

today. Accordingly, the order dated 22nd November, 2011 stands amended to the aforesaid extent.

With the aforesaid observations, present application stands disposed of.

Order dasti."

The time for filing the order passed by this Court with the Registrar of Companies is extended for a further period of fifteen days from today.

Accordingly, the application stands disposed of.

-Sd/-

MANMOHAN, J

MAY 22, 2012
js

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Delhi High Court
Under Section 76
Indian Evidence Act

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Date of Preparation of Copy 29-5-12
Date of Delivery of Copy 29-5-12

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(Original)
High Court of Delhi
New Delhi

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IN THE HIGH COURT OF DELHI AT NEW DELHI

ORIGINAL JURISDICTION

COMPANY PETITION NO. 91 OF 2011

CONNECTED WITH

COMPANY APPLICATION (M) NO. 180 OF 2010

AND

COMPANY APPLICATION (M) NO. 222 OF 2010

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High Court of Delhi

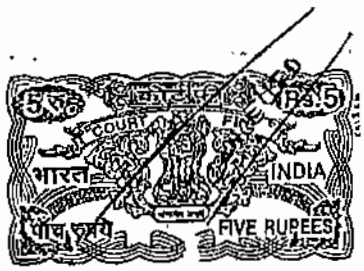
In the matter of the Companies Act, 1956

AND

In the matter of Sections 391 to 393 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959

AND

In the matter of the Scheme of Arrangement between Television Eighteen India Limited, Web18 Software Services Limited; IBN18 Media and Software Limited, iNews.com Limited, Television Eighteen Commoditiescontrol.com Limited, RVT Investments Private Limited, Network18 India Holdings Private Limited, Care Websites Private Limited, Ibn18 Broadcast Limited and Network18 Media & Investments Limited



AND

In the matter of Television Eighteen India Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi-110 001	The First Transferor Company/ The First Demerged Company/ Petitioner Company
AND	
In the matter of Web18 Software Services Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi-110 001	The Second Transferor Company/ The Second Demerged Company/ Petitioner Company
AND	
In the matter of IBN18 Media and Software Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi-110 001	The Third Transferor Company/ Petitioner Company
AND	
In the matter of iNews.com Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507,	The Fourth Transferor Company/ Petitioner Company

AND

In the matter of Television Eighteen Commoditiescontrol.com Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001	The Fifth Transferor Company/ Petitioner Company

AND

In the matter of RVT Investments Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001	The Sixth Transferor Company/ Petitioner Company

AND

In the matter of Network18 India Holdings Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001	The Seventh Transferor Company/ Petitioner Company

AND

In the matter of Care Websites Private Limited,	The Eighth Transferor Company/

504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

AND

In the matter of ibn18 Broadcast Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001	The First Transferee Company/ The First Resulting Company/ Petitioner Company

AND

In the matter of Network18 Media & Investments Limited, a company incorporated under the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110001	The Second Transferee Company/ The Second Resulting Company/ Petitioner Company

MEMO OF PARTIES

IN THE MATTER OF:

TELEVISION EIGHTEEN INDIA LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956, HAVING ITS REGISTERED
OFFICE AT 503, 504 & 507, 5TH FLOOR,
'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,
NEW DELHI - 110001

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Examiner Judicial Department
High Court of Delhi
New Delhi

AND

IN THE MATTER OF:

WEB18 SOFTWARE SERVICES LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 503, 504 & 507, 5TH FLOOR,

'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

NEW DELHI - 110001

.... TRANSFEROR COMPANY NO. 2/ PETITIONER COMPANY NO. 2

AND

IN THE MATTER OF:

IBN18 MEDIA & SOFTWARE LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 503, 504 & 507, 5TH FLOOR,

'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 3 / PETITIONER COMPANY NO 3

AND

IN THE MATTER OF:

INEWS.COM LIMITED

A COMPANY INCORPORATED UNDER THE

... to be True Copy

'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 4 / PETITIONER COMPANY NO 4

AND

IN THE MATTER OF:

TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 503, 504 & 507, 5TH FLOOR,

'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 5 / PETITIONER COMPANY NO 5

AND

IN THE MATTER OF:

RVT INVESTMENTS PRIVATE LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 503, 504 & 507, 5TH FLOOR,

'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 6 / PETITIONER COMPANY NO 6

COPY

IN THE MATTER OF:

NETWORK18 INDIA HOLDINGS PRIVATE LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 503, 504 & 507, 5TH FLOOR,

'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 7 / PETITIONER COMPANY NO 7

AND

IN THE MATTER OF:

CARE WEBSITES PRIVATE LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 503, 504 & 507, 5TH FLOOR,

'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

NEW DELHI - 110001

.... TRANSFEROR COMPANY NO 8 / PETITIONER COMPANY NO 8

AND

IN THE MATTER OF:

IBN18 BROADCAST LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 503, 504 & 507, 5TH FLOOR,

.... TRANSFEREE COMPANY NO 1 / PETITIONER COMPANY NO 9

AND

IN THE MATTER OF:

NETWORK18 MEDIA & INVESTMENTS LIMITED

A COMPANY INCORPORATED UNDER THE

COMPANIES ACT, 1956, HAVING ITS REGISTERED

OFFICE AT 503, 504 & 507, 5TH FLOOR,

'MERCANTILE HOUSE', 15, KASTURBA GANDHI MARG,

NEW DELHI - 110001

.... TRANSFEREE COMPANY NO 2 / PETITIONER COMPANY NO 10

FILED BY:

TARUN GUPTA

ADVOCATE FOR THE PETITIONER COMPANIES

AT D - 4/1, VASANT VIHAR

NEW DELHI

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High Court

Evidence Act

(1)

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
COMPANY PETITION NO. 41 OF 2011
CONNECTED WITH
COMPANY APPLICATION (MAIN) NO. 180 OF 2010
AND
COMPANY APPLICATION (MAIN) NO. 222 OF 2010

IN THE MATTER OF:

The Companies Act, 1956

AND IN THE MATTER OF:

Application under Sections 391 - 394 of the Companies Act, 1956

AND IN THE MATTER OF:

Scheme of Arrangement between Television Eighteen India Limited, Web18 Software Services Limited, IBN18 Media and Software Limited, iNews.com Limited, Television Eighteen Commoditiescontrol.com Limited, RVT Investments Private Limited, Network18 India Holdings Private Limited, Care Websites Private Limited, ibn18 Broadcast Limited and Network18 Media & Investments Limited

AND IN THE MATTER OF:

In the matter of Television Eighteen India Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 1

AND

In the matter of Web18 Software Services Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/TransferorCompany No 2

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Judicial Department
Court of Delhi at
Under Section
Evidence Act

AND

In the matter of IBN18 Media and Software Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 3

AND

In the matter of iNews.com Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 4

AND

In the matter of Television Eighteen Commoditiescontrol.com Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 5

AND

In the matter of RVT Investments Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 6

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Delhi

AND

In the matter of Network18 India Holdings Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 7

AND

In the matter of Care Websites Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferor Company No 8

AND

In the matter of ibn18 Broadcast Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110 001

...Petitioner Company/Transferee Company No 1

AND

In the matter of Network18 Media & Investments Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 503, 504 & 507, 5th Floor, Mercantile House, 15 Kasturba Gandhi Marg, New Delhi- 110001

...Petitioner Company/Transferee Company No 2

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Judicial Department
High Court of Delhi
New Delhi

BEFORE HON'BLE MR. JUSTICE MANMOHAN
DATED THIS THE 26th DAY OF APRIL, 2011.

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition came up for hearing on 26.04.2011 for sanction of the Scheme of Arrangement (hereinafter referred to as the "Scheme") proposed to be made between M/s Television Eighteen India Limited (hereinafter referred to as petitioner transferor company no. 1); Web18 Software Services Limited (hereinafter referred to as petitioner transferor company no. 2); IBN18 Media & Software Limited (hereinafter referred to as petitioner transferor company no. 3); iNews.com Limited (hereinafter referred to as petitioner transferor company no. 4); Television Eighteen Commoditiescontrol.com Limited (hereinafter referred to as petitioner transferor company no. 5); RVT Investments Private Limited (hereinafter referred to as petitioner transferor company no. 6); Network18 India Holdings Private Limited (hereinafter referred to as petitioner transferor company no. 7); Care Websites Private Limited (hereinafter referred to as petitioner transferor company no. 8); ibn18 Broadcast Limited (hereinafter referred to as petitioner transferee company no. 1) and Network18 Media & Investments Limited (hereinafter referred to as petitioner transferee company no. 2) comprising of four stages: (A) being in the nature of demerger of the 'News Business Undertaking' from Transferor Company No.1 into Transferee Company No.1 (B) being in the nature of demerger of the 'Web Undertaking' from Transferor Company No.2 into Transferee Company No.2 (C) being in the nature of merger of the Demerged Transferor Company No.1 & Transferor Companies Nos.5, 6, 7 & 8 into Transferee Company No.2, and (D) being in the nature of merger of Transferor Companies Nos.3 & 4 into Transferee Company No.1. The Court examined the petition; the order dated 19.11.2010 passed in Company Application (Main) No. 180/2010; and the order dated

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Delhi of

06.01.2011 passed in Company Application (M) No. 222/2010, whereby the requirement of convening and holding the meetings of the Equity Shareholders of the Transferor Companies Nos. 2 to 8, Preference Shareholders of the Transferor Companies Nos.2, 6, 7 & 8, Secured Creditors of the Transferor Company No.1 and the Transferee Companies and Unsecured Creditors of the Transferor Companies Nos.1, 2, 4, 5, 6, & 8 and the Transferee Companies was dispensed with and the meetings of the Equity Shareholders of the Transferor Company No.1 and the Transferee Companies and Preference Shareholders of the Transferee Company No.2 were ordered to be convened for the purpose of considering and if thought fit approving with or without modification, the Scheme of Arrangement annexed to the affidavits of Mr. Anil Srivastava, Ms. Vidhi Kharbanda, Mr. Sachin Dev, Ms. Shilpa Verma and Mr. Hitesh Kumar Jain, Authorized Signatories of the Petitioner Companies, dated 24th day of September, 2010 and affidavit of Ms. Vidhi Kharbanda, Authorized Signatory of the Transferor Company No.8, dated 27th November, 2010 (there being no Secured Creditors of the Transferor Companies Nos. 2 to 8 and also no Unsecured Creditors of the Transferor Companies Nos.3 & 7) and the publication in the newspapers namely Statesman (English) and Jansatta (Hindi) both dated 29.11.2010 containing the advertisement of the notice convening the said meetings and the affidavits dated 03.01.2011 of Mr. Naresh Kumar Thanal and Mr. Pradeep Dewan, Chairpersons and affidavits dated 04.01.2011 of Mr. Ramesh Gupta and Mr. Atul Batra, Chairpersons showing the publication and despatch of the notices convening the said meetings and the publication in the newspapers namely Statesman (English) dated 03.04.2011 and Jansatta (Hindi) dated 03.04.2011 containing the notice of the petition.

The Court also examined the affidavit dated 07.04.2011 of Shri. B.K. Bansal, Regional Director, Northern Region, Ministry of Corporate Affairs,

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Noida on behalf of Central Government stating inter-alia that the Central Government has no objection to the said Scheme and the reply affidavit/ undertaking of Mr Raghav Bahl, authorized signatory for the Transferee Companies Nos. 1 & 2..

Upon hearing Mr. Nidesh Gupta and Mr. Tarun Gupta, Advocates for the Petitioners; Mr. Rajiv Bahl, Advocate for the Official Liquidator and Mrs. Richa Kukreja, Dy. Registrar of Companies on behalf of the Regional Director in person and; in view of the approval of scheme of arrangement without any modification; by the Equity Shareholders of the Transferor Companies Nos. 2 to 8, Preference Shareholders of the Transferor Companies Nos.2, 6, 7 & 8, Secured Creditors of the Transferor Company No.1 and the Transferee Companies and Unsecured Creditors of the Transferor Companies Nos.1, 2, 4, 5, 6, & 8 and the Transferee Companies and in view of the affidavit of Shri S.B. Gautam, Official Liquidator dated 18.04.2011 stating therein that the affairs of the Transferor Companies have not been conducted in a manner prejudicial to the interest of its Members or Creditors or to public interest; and there being no investigation proceedings pending in relation to the Petitioner Companies under Section 235 to 251 of the Companies Act, 1956.

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF ARRANGEMENT set forth in Schedule-I annexed hereto and Doth hereby declare the same to be binding on all the Shareholders and Creditors of the all Transferor and Transferee Companies and all concerned and doth approve the said Scheme of Arrangement with effect from the appointed date i.e. 01.04.2010.

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 & 8/Demerged Undertaking(s) 1 & 2 specified in first, second and third parts of Schedule-II hereto and all other property, right and powers of the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 & 8/Demerged

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Undertaking(s) 1 & 2 be transferred without further act or deed to the respective Transferee Companies Nos. 1 & 2 in accordance with the provisions of the Scheme and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the respective Transferee Companies Nos. 1 & 2 for all the estate and interest of all the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 & 8/Demerged Undertaking(s) 1 & 2 therein but subject nevertheless to all charges now affecting the same; and

2. That all the liabilities and duties of all the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 & 8/Demerged Undertaking(s) 1 & 2 be transferred without further act or deed to the respective Transferee Companies Nos. 1 & 2 in accordance with the provisions of the Scheme and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the respective Transferee Companies Nos. 1 & 2; and

3. That all the proceedings now pending by or against the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 & 8 (including in relation to Demerged Undertaking(s) 1&2 pending by or against Transferor Companies Nos. 1 & 2 respectively) be continued by or against the respective Transferee Companies; and

4. That in consideration of the merging and vesting of the Transferor Companies Nos. 1, 5 ,6, 7 & 8 and the Demerged Undertaking 2 with the Transferee Company No. 2 and the merging and vesting of the Transferor Companies Nos. 3 & 4 and the Demerged Undertaking 1 with the Transferee Company No. 1 all shares of the Transferor Companies (except Transferor Company No. 1 and Transferor Company No. 2) shall stand cancelled in accordance with the provisions of the Scheme, upon the Scheme becoming

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High Court of Delhi
Section 76
Evidence Act

effective; and the Transferee Companies Nos. 1 & 2 shall issue shares in accordance with Para 8.1 and 11.1 of the Scheme respectively.

5. That all the Petitioner Companies do within 30 (thirty) days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Companies Nos. 1, 3, 4, 5, 6, 7 and 8 shall be dissolved without undergoing the process of winding up and the concerned Registrar of Companies shall place all documents relating to the Transferor Companies and registered with him on the file kept in relation to the Transferee Companies and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly; and

6. It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty, taxes, transfer charges or permissions, if any, required or payable in accordance with law; and

7. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

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ANNEXURE D

9

SCHEME OF ARRANGEMENT

AMONG

NETWORK18 MEDIA & INVESTMENTS LIMITED
AND

IBN18 BROADCAST LIMITED
AND

TELEVISION EIGHTEEN INDIA LIMITED
AND

WEB18 SOFTWARE SERVICES LIMITED
AND

IBN18 MEDIA AND SOFTWARE LIMITED
AND

INEWS.COM LIMITED
AND

CARE WEBSITES PRIVATE LIMITED
AND

TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED
AND

RVT INVESTMENTS PRIVATE LIMITED
AND

NETWORK18 INDIA HOLDINGS PRIVATE LIMITED
AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 391 TO 394 READ WITH SECTION 78, 100 TO 103 OF THE COMPANIES ACT, 1956

PART I - INTRODUCTION

a. Network18 Media & Investments Limited is a public limited company, listed on BSE and NSE and is presently engaged *inter alia* in the business of events management (in its E18 division), sports management (in its Sport18 division), investment advisory services and holds strategic stakes in listed and unlisted companies of Network18 group. Network18 is one of India's leading full play media conglomerates with interests in television, print, internet, filmed entertainment, mobile content and allied businesses.

b. Television Eighteen India Limited is a public limited company, listed on BSE and NSE and is presently engaged *inter alia* in the business of operation and broadcast of business news and current affairs television channels such as CNBC TV18 and CNBC Awaaz; it also runs a teleport business and holds interests in the group's internet business.

c. Ibn18 Broadcast Limited is a public limited company, listed on BSE and NSE and is presently engaged *inter alia* in the business of operation and broadcast of general news and current affairs television channels such as CNN IBN and IBN7 and through other joint ventures, it broadcasts general entertainment TV channels - Colors, MTV, VH1, Nick and regional news channel IBN Lokmat.

d. The other companies party to this Scheme are group companies belonging to the Network18 Group and are engaged in various media & entertainment and other businesses.

For IBN18 Media & Software Limited

Director / Authorised Signatory

For Television Eighteen India Ltd

Authorised Signatory

For IBN18 Broadcast Limited

Pradeep Tahiliani

Authorised Signatory

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For RVT Investments Private Limited

Authorised Signatory

For News.com Limited

Authorised Signatory

For Television Eighteen Commoditiescontrol.com Ltd

Authorised Signatory

For WEB18 Software Services Limited

Care Websites Pvt Ltd.

e. The managements of Network18 Group companies have concurred on a plan of restructuring for improved synergies and management focus. The Board of Directors of all the companies involved in the Scheme are of the opinion that the proposed restructuring of Network18 Group should benefit the shareholders, creditors and employees of all these companies.

f. This Scheme is organized as follows:

Part II:	Definitions
Part III:	Demerger 1 (i.e. demerger of 'News Business Undertaking' from TV18 into Ibn18)
Part IV:	Demerger 2 (i.e. demerger of 'Web Undertaking' from Web18 into Network18)
Part V:	Other terms of demerger
Part VI:	Merger 1 (i.e. merger of Demerged TV18, TECC, Care, RVT Investments and Network18 India into Network18)
Part VII:	Merger 2 (i.e. merger of INews.com and Ibn18 Media into Ibn18)
Part VIII:	General terms and conditions for restructuring

For Television Eighteen India Ltd

Authorised Signatory

For Ibn18 Broadcast Limited

Pradeep Tahiliani

Authorised Signatory

Care Websites Pvt. Ltd.

Authorised Signatory

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PART II- DEFINITIONS & INTERPRETATION

1. DEFINITIONS

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

(a) **"Act"** means the Companies Act, 1956 or any statutory modification or re-enactment thereof.

(b) **"Appointed Date"** means April 1, 2010, the date from which this Scheme shall be deemed to be effective, in the sequence and manner prescribed under Clause 20 of Part VIII of the Scheme; or such other date as may be approved by the Hon'ble High Court.

(c) **"Board of Directors"** or **"Board"** means board of directors of the respective companies involved in the Scheme and includes a board committee.

(d) **"Care"** means Care Websites Private Limited, a company incorporated under the Act on January 19, 2000 and having its registered office at New Era House, Behind Magnet Mall, Mogul Lane, Matunga (West), Mumbai – 400 016. The registered office of Care is in the process of shifting from Mumbai to Delhi.

(e) **"Demerger 1"** shall mean demerger of 'Demerged Undertaking 1' from TV18 into Ibn18 under this Scheme pursuant to the provisions of Sections 391-394 of the Act.

(f) **"Demerger 2"** shall mean demerger of 'Demerged Undertaking 2' from Web18 into Network18 under this Scheme pursuant to the provisions of Sections 391-394 of the Act.

(g) **"Demerged Undertakings"** means Demerged Undertaking 1 and Demerged Undertaking 2.

(h) **"Demerged Undertaking 1"** means the News Business Undertaking of TV18 on a going concern basis, comprising inter-alia of the business activity of operating:

- English business news channel "CNBC TV18";
- Hindi business news channel "CNBC Awaaz";
- Teleport Business along with mobile van units; and
- Investments of TV18 related to news business undertaking,

along with all related assets, liabilities, rights and obligations and shall include (without limitation):

- all the properties of the Demerged Undertaking 1 including all assets wherever situated, whether movable or immovable, leasehold or freehold, tangible or intangible, including all computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, office equipment, electricals, appliances, accessories, investments pertaining to or relatable to the Demerged Undertaking 1;

- all liabilities present and future and the contingent liabilities (including the liabilities allocable as per Clause 5.9 (c) of this Scheme) pertaining to or relatable to the Demerged Undertaking 1;

- all rights and licenses including the broadcasting licenses granted by the Hon'ble Ministry of Information & Broadcasting ("MIB"), approvals from Ministry of Communication and Information Technology ("MCIT"), Ministry of Telecommunications ("MOT"), Network Operations Control Centre ("NOCC"), Foreign Investment Promotion Board ("FIPB") or any other regulatory authority including the licenses/ approvals for any television channels (including the 'CNBC TV18' 'CNBC Awaaz', 'CNBC TV18 Gujarati', 'CNBC TV18 Channel 3', and 'CNBC TV18 South' channels) and teleport business, all other broadcasting and production rights for programme and content, all assignments and grants thereof, all permits, clearances and registrations whether under Central, State or other laws, rights (including rights/ obligations under any agreement, contracts including the contracts with the CNBC group, applications, letters of intent, or any other contracts), subsidies, grants, tax credits, incentives or schemes of central/ state governments including the Export Promotion Capital Goods ("EPCG") Scheme, certifications and approvals, regulatory approvals, entitlements, other licenses, municipal

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For Television Eighteen India Ltd
Authorised Signatory

For ibn18 Broadcast Limited
Pradeep Tahiliani
Authorised Signatory

For IBN18 Media & Software Limited
Director / Authorised Signatory

For Television Eighteen Commodity Broadcasting Co. Ltd.
Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.

For [illegible]

permissions, approvals, consents, tenancies, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking 1 either solely or jointly with other parties, cash balances, bank balances, bank accounts, deposits, advances, recoverables, receivables, easements, advantages, financial assets, hire purchase and lease arrangements, bank guarantees issued by TV18 in relation to the Demerged Undertaking 1, funds belonging to or proposed to be utilised for the Demerged Undertaking 1, privileges, all other claims, rights and benefits (including under any powers of attorney issued by TV18 in relation to the Demerged Undertaking 1 or any powers of attorney issued in favour of TV18 or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which TV18 was a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking 1;

- all employees of TV18 that are determined by the Board of Directors of TV18, to be substantially engaged in or in relation to the Demerged Undertaking 1, on the date immediately preceding the Effective Date;

- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by TV18, directly or indirectly in connection with or in relation to the Demerged Undertaking 1;

- all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programmes along with their licenses, manuals and back up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, and other data and records whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking 1;

- all intellectual property rights including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logo, websites, internet registrations, copyrights, trade secrets, and all other interests exclusively relating to the Demerged Undertaking 1.

but shall not include any assets or liabilities relating to the Remaining Business of TV18.

It is intended that the definition of Demerged Undertaking 1 under this Clause would enable the transfer of all property, rights, assets and liabilities of the News Business Undertaking of TV18 into ibn18 pursuant to this Scheme. Any issue as to whether any asset or liability pertains to or is relatable to the Demerged Undertaking 1 or not shall be decided by the Board of Directors of TV18.

(l) "**Demerged Undertaking 2**" means the 'Web Undertaking' of Web18, on a going concern basis, comprising, inter alia, the business activity of operating the websites viz. www.in.com, www.cricketnext.com, www.ibnlive.com, www.biztech2.com, www.indiwo.com, www.josh18.com, www.tech2.com, www.buzz18.com or any other websites along with all related assets, liabilities, rights and obligation and shall include (without limitation):

- all the property of the Demerged Undertaking 2 including all assets wherever situated, whether movable or immovable, leasehold or freehold, tangible or intangible, including all computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, office equipment, electricals, appliances, accessories, investments pertaining to or relatable to the Demerged Undertaking 2;

- all liabilities present and future and the contingent liabilities (including the liabilities allocable as per Clause 6.8 (ii) of this Scheme) pertaining to or relatable to the Demerged Undertaking 2;

- all rights and licenses including the license granted by the regulatory authorities (viz. department of IT and Telecom) to operate the websites, all assignments and grants thereof, all permits, clearances and registrations whether under central, state or other laws, rights (including rights/ obligations under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits, incentives or schemes of central/

For Television Eighteen India Ltd

Authorised Signatory

For ibn18 Broadcast Limited

Authorised Signatory

For IBN18 Media & Software Limited

Director / Authorised Signatory

For Television 18 Home Shopping Limited

Authorised Signatory

state governments, certifications and approvals, regulatory approvals, entitlements, other licenses, municipal permissions, approvals, consents, tenancies, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking 2 either solely or jointly with other parties, cash balances, bank balances, bank accounts, deposits, advances, recoverables, receivables, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by Web18 in relation to the Demerged Undertaking 2, funds belonging to or proposed to be utilised for the Demerged Undertaking 2, privileges, all other claims, rights and benefits (including under any powers of attorney issued by Web18 in relation to the Demerged Undertaking 2 or any powers of attorney issued in favour of Web18 or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which Web18 was a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking 2;

- all employees of Web18 that are determined by the Board of Directors of Web18, to be substantially engaged in or in relation to the Demerged Undertaking 2, on the date immediately preceding the Effective Date;

- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by Web18, directly or indirectly in connection with or in relation to the Demerged Undertaking 2;

- all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programmes along with their licenses, manuals and back up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, and other data and records whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking 2;

- all intellectual property rights including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logos, websites, Internet registrations, copyrights, trade secrets, and all other interests exclusively relating to the Demerged Undertaking 2.

but shall not include any assets or liabilities relating to the Remaining Business of Web18.

It is intended that the definition of Demerged Undertaking 2 under this Clause would enable the transfer of all property, rights, assets and liabilities of the Web Undertaking to Network18 pursuant to this Scheme. Any issue as to whether any asset or liability pertains to or is relatable to the Demerged Undertaking 2 or not shall be decided by the Board of Directors of Web18.

(j) **"Demerged TV18"** shall mean remaining TV18 subsequent to demerger of its News Business Undertaking into ibn18.

(k) **"Effective Date"** means the later of the date on which the certified copies of the order of the Hon'ble High Court of Delhi and/ or the Hon'ble Bombay High Court approving the Scheme are filed by TV18, ibn18, Web18, TECC, Care, Network18 India, ibn18 Media, INews.com, RVT Investments and Network18 with their jurisdictional Registrar of Companies, respectively. References in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of the Scheme" shall mean the Effective Date. The conditionality of Scheme has been provided in Clause 28.

(l) "High Court" means Hon'ble High Court of Delhi or Hon'ble Bombay High Court (or such other Court/ bench having jurisdiction over companies involved in the Scheme), depending on the context and applicability, and the term 'High Court' shall be interpreted accordingly.

(m) **"Ibn18"** means ibn18 Broadcast Limited, a Company incorporated under the Act on June 6, 2005 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi-110001.

For NETWORK18 MEDIA & INVESTMENTS LTD.

For Television Eighteen India Ltd.

Authorised Signatory

For Ibn18 Broadcast Limited

Pradeep Tahiliani

Authorised Signatory

Director / Authorised Signatory

Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.

Authorised Signatory

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Care Websites Pvt. Ltd.

(n) "Ibn18 Media" means IBN18 Media & Software Limited, a Company incorporated under the Act on April 8, 2004 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi-110001.

(o) "INews.com" means iNews.com Limited, a Company incorporated under the Act on August 28, 2000 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi-110001.

(p) "Merger 1" means amalgamation of Demerged TV18, TECC, Care, RVT Investments and Network18 India into Network18 under this Scheme pursuant to the provisions of Sections 391-394 of the Act.

(q) "Merger 2" means amalgamation of INews.com and ibn18 Media into ibn18 under this Scheme pursuant to the provisions of Sections 391-394 of the Act.

(r) "Merged Undertakings" means Merged Undertaking 1 and Merged Undertaking 2.

(s) "Merged Undertaking 1" shall mean and include the whole of the business and undertakings of Demerged TV18, TECC, Care, RVT Investments and Network18 India (together referred to as "Merging Companies"), as a going concern, being carried on by Merging Companies as on the Appointed Date and shall include (without limitation):

- all the properties and assets whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building, all fixed and movable plant and machinery, leasehold or freehold, tangible or intangible, including all computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, fittings, office equipment, telephone, facsimile and other communication facilities and equipments, electricals, appliances, accessories, deferred tax assets and investments;

- all liabilities present and future including the contingent liabilities;

- all rights and licenses including, all assignments and grants thereof, all permits, clearances and registrations whether under Central, State or other laws, rights (including rights/ obligations under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits (including MODVAT/ CENVAT, Service Tax credits), incentives or schemes of central/ state/ local governments, certifications and approvals, regulatory approvals, entitlements, other licenses, environmental clearances, municipal permissions, approvals, consents, tenancies, investments and/ or interest (whether vested, contingent or otherwise), cash balances, bank balances, bank accounts, reserves, deposits, advances, recoverable, receivables, benefit of insurance claims, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by Merging Companies, funds belonging to or proposed to be utilised by Merging Companies, privileges, all other claims, rights and benefits (including under any powers of attorney issued by Merging Companies or any powers of attorney issued in favour of Merging Companies or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority, to which Merging Companies were a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits duties and obligations of all agreements, contracts and arrangements and all other interests;

- all employees of Merging Companies immediately preceding the Effective Date;

- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, share application money, earnest moneys and/ or security deposits paid or received by Merging Companies;

- all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programs along with their licenses, manuals and back up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, and other data and records whether in physical or electronic form;

For Television Eighteen India Ltd
Authorised Signatory

For Ibn18 Broadcast Limited
Authorised Signatory

For IBN18 Media & Software Limited
Director / Authorised Signatory

For INews.com Limited
Authorised Signatory

For Television Eighteen Commoditiescontrol.com Ltd.
Authorised Signatory

For NETWORK18 MEDIA & INVESTMENTS LTD.

- all intellectual property rights including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logo, websites, internet registrations, copyrights, trade secrets, and all other interests exclusively relating to Merging Companies.

It is intended that the definition of Merged Undertaking 1 under this Clause would enable the transfer of all property, assets, rights, duties and liabilities of Merging Companies into Network18 pursuant to this Scheme.

(i) "Merged Undertaking 2" shall mean and include the whole of the business and undertakings of ibn18 Media and iNews.com, as a going concern, being carried on by Ibn18 Media and INews.com as on the Appointed Date and shall include (without limitation):

- all the properties and assets whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building, all fixed and movable plant and machinery, leasehold or freehold, tangible or intangible, including all computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, fittings, office equipment, telephone, facsimile and other communication facilities and equipments, electricals, appliances, accessories, deferred tax assets and investments;

- all liabilities present and future including the contingent liabilities;

- all rights and licenses including, all assignments and grants thereof, all permits, clearances and registrations whether under Central, State or other laws, rights (including rights/ obligations under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits (including MODVAT/ CENVAT, Service Tax credits), incentives or schemes of central/ state/ local governments, certifications and approvals, regulatory approvals, entitlements, other licenses, environmental clearances, municipal permissions, approvals, consents, tenancies, investments and/ or interest (whether vested, contingent or otherwise), cash balances, bank balances, bank accounts, reserves, deposits, advances, recoverable, receivables, benefit of insurance claims, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by ibn18 Media and INews.com, funds belonging to or proposed to be utilised by ibn18 Media and INews.com, privilages, all other claims, rights and benefits (including under any powers of attorney issued by Ibn18 Media and iNews.com or any powers of attorney issued in favour of ibn18 Media and INews.com or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which Ibn18 Media and iNews.com was a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits duties and obligations of all agreements, contracts and arrangements and all other interests;

- all employees of Ibn18 Media and iNews.com immediately preceding the Effective Date;

- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, share application money, earnest moneys and/ or security deposits paid or received by Ibn18 Media and iNews.com;

- all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programs along with their licenses, manuals and back up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, and other data and records whether in physical or electronic form;

all intellectual property rights including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logo, websites, internet registrations, copyrights, trade secrets, and all other interests exclusively relating to ibn18 Media and INews.com.

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Indian Evidence Act

For Television Eighteen India Ltd.
Authorised Signatory

For ibn18 Broadcast Limited
Pradeep Tahiliani
Authorised Signatory

Director / Authorised Signatory

Authorised Signatory

It is intended that the definition of Merged Undertaking 2 under this Clause would enable the transfer of all property, assets, rights, duties and liabilities of ibn18 Media and INews.com into ibn18 pursuant to this Scheme.

(u) **"Network18"** means Network18 Media & Investments Limited, a Company incorporated under the Act on February 16, 1996 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi - 110001.

(v) **"Network18 India"** means Network18 India Holdings Private Limited, a Company incorporated under the Act on August 13, 2007 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi - 110001.

(w) **"Remaining Business"**

- In case of TV18, shall mean all other businesses, divisions, employees, contracts, rights, assets and liabilities other than the Demerged Undertaking 1, and
- In case of Web18, shall mean all other businesses, divisions, employees, contracts, rights, assets and liabilities other than the Demerged Undertaking 2.

(x) **"RVT Investments"** means RVT Investments Private Limited, a company incorporated under the Act on July 9, 2008 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi - 110001.

(y) **"Scheme of Arrangement"** or **"this Scheme"** or **"the Scheme"** means this Scheme of Arrangement in its present form or with any modifications made under Clause27 of the Scheme as approved or directed by the High Court or any other authority having equal jurisdiction.

(z) **"Specified Date"**, in context of:

- **Demerger 1**, means the date to be fixed by the Board of Directors or a committee thereof, of TV18 in consultation with ibn18, for the purpose of determining the members of TV18, to whom shares will be allotted pursuant to Clause 8.1 of this Scheme;
- **Merger 1**, means the date to be fixed by the Board of Directors or a committee thereof, of Network18 or Demerged TV18 for the purpose of determining the members of Demerged TV18, to whom shares will be allotted pursuant to Clause 11.1 of this Scheme.

(aa) **"TECC"** means Television Eighteen Commoditiescontrol.com Limited, a company incorporated under the Act on March 17, 1997 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi - 110001.

(bb) **"Transferor Company"** as may be applicable in the relevant context in the Scheme, shall mean:

- TV18 in context of Demerger 1;
- Web18 in context of Demerger 2;
- Merging Companies in context of Merger 1; and
- ibn18 Media and INews.com in context of Merger 2;

and should be construed accordingly.

(cc) **"Transferee Company"** as may be applicable in the relevant context in the Scheme, shall mean:

- Network18 in context of Merger 1 and Demerger 2; and
- Ibn18 in context of and Demerger 1 and Merger 2;

and should be construed accordingly.

For Television Eighteen India Ltd
Authorised Signatory

For ibn18 Broadcast Limited
Pradeep Tahiliani
Authorised Signatory

For ibn18 Media & Software Limited
Director / Authorised Signatory

For iNews.com Limited
Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.
(AUTH. SIGNATORY)

For Television Eighteen India Limited
Authorised Signatory
For NETWORK18 MEDIA & INVESTMENTS LTD.

For NETWORK18 HOLDINGS PVT. LTD.

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(dd) "TV18" means Television Eighteen India Limited, a Company incorporated under the Act on September 24, 1993 and having its registered office at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi - 110001.

(ee) "Web18" means Web18 Software Services Limited, a Company incorporated under the Act on July 10, 2006 and having its registered office located at 503, 504 & 507, 5th Floor, 'Mercantile House', 15, Kasturba Gandhi Marg, New Delhi – 110 001.

1A. EXPRESSIONS NOT DEFINED IN THIS SCHEME

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, and as the context may require, have the same meaning ascribed to them under the Act or the Securities Contracts (Regulation) Act, 1956 or the Depositories Act, 1996 or other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time. In particular, wherever reference is made to High Court(s) in the Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority as may be vested with the powers of the High Court(s) under the Act.

2. DATE OF COMING INTO EFFECT

The Scheme shall come into legal operation from the Appointed Date, though it shall be effective from the Effective Date.

3. COMPLIANCE WITH TAX LAW

This Scheme,

(i) in so far as it relates to the demerger of 'News Business Undertaking' of TV18 into Ibn18 and 'Web Undertaking' of Web18 into Network18, has been drawn up to comply with the conditions relating to "Demerger" as specified under the tax laws, including Section 2(19AA) of the Income tax Act, 1961,

(ii) in so far as it relates to the Merger 1 and Merger 2, has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, including Section 2(1B) of the Income tax Act, 1961,

and all other relevant Sections (including Section 47 and Section 72A) of the Income tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme, and the power to make any such amendments shall vest with the Board of Directors of Network18 and Ibn18.

4. SHARE CAPITAL

The authorized and paid up share capital of Care as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
10,00,000 Equity Shares of Rs 10 each	1,00,00,000
5,00,000 Preference Shares of Rs 10 each	50,00,000
TOTAL	**1,50,00,000**
Paid Up Share Capital	
5,00,000 Equity Shares of Rs 10 each	50,00,000
3,27,800 Preference Shares of Rs 10 each	32,78,000
TOTAL	**82,78,000**

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For Television Eighteen India Ltd

Authorised Signatory

For Ibn18 Broadcast Limited

Pradeep Tahiliani

Authorised Signatory

For IBN18 Media & Software Limited

Director/ Authorised Signatory

For Television Eighteen Commodities Ltd.

Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.

(AUTH. SIGNATORY)

The authorized and paid up share capital of ibn18 as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
27,50,00,000 Equity Shares of Rs 2 each	55,00,00,000
TOTAL	55,00,00,000
Paid Up Share Capital	
18,28,64,159 Equity Shares of Rs 2 each	36,57,28,318
5,44,95,443 Equity Shares of Rs 2 each Rs 0.50 paid up	2,72,47,722
TOTAL	39,29,76,040

The authorized and paid up share capital of ibn18 Media as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
1,50,00,000 Equity Shares of Rs 10 each	15,00,00,000
TOTAL	15,00,00,000
Paid Up Share Capital	
1,34,58,950 Equity Shares of Rs 10 each	13,45,89,500
TOTAL	13,45,89,500

The authorized and paid up share capital of iNews.com as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
60,00,000 Equity Shares of Rs 10 each	6,00,00,000
TOTAL	6,00,00,000
Paid Up Share Capital	
60,00,000 Equity Shares of Rs 10 each	6,00,00,000
TOTAL	6,00,00,000

The authorized and paid up share capital of RVT Investments as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
10,00,000 Equity Shares of Rs 10 each	1,00,00,000
10,00,000 Preference Shares of Rs 10 each	1,00,00,000
TOTAL	2,00,00,000
Paid Up Share Capital	
10,000 Equity Shares of Rs10 each	1,00,000
6,13,500 Preference Shares of Rs 10 each	61,35,000
TOTAL	62,35,000

The authorized and paid up share capital of Network18 as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
17,00,00,000 Equity Shares of Rs 5 each	85,00,00,000
11,00,000 Preference Shares of Rs 100 each	11,00,00,000
1,05,00,000 Preference Shares of Rs 200 each	2,10,00,00,000
TOTAL	3,06,00,00,000
Paid Up Share Capital	
11,56,73,513 Equity Shares of Rs 5 each	57,83,67,565
1,02,84,379 Preference Shares of Rs 150 each	1,54,26,56,850
TOTAL	2,12,10,24,415

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For Television Eighteen India Ltd

Authorised Signatory

For ibn18 Broadcast Limited

Authorised Signatory

For IBN18 Media & Software Limited

Director / Authorised Signatory

For iNews.com Limited

Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.

(AUTH. SIGNATORY)

For Television Eighteen Communications Ltd

Authorised Signatory

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The authorized and paid up share capital of Network18 India as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
20,00,000 Equity Shares of Rs 10 each	2,00,00,000
1,40,00,000 Preference Shares of Rs 10 each	14,00,00,000
TOTAL	**16,00,00,000**
Paid Up Share Capital	
10,000 Equity Shares of Rs 10 each	1,00,000
94,71,000 Preference Shares of Rs 10 each	9,47,10,000
TOTAL	**9,48,10,000**

The authorized and paid up share capital of TECC as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
5,00,000 Equity Shares of Rs 10 each	50,00,000
TOTAL	**50,00,000**
Paid Up Share Capital	
3,96,425 Equity Shares of Rs 10 each	39,64,250
TOTAL	**39,64,250**

The authorized and paid up capital of TV18 as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Capital	
41,00,00,000 Equity Shares of Rs 5 each	2,05,00,00,000
TOTAL	**1,05,00,00,000**
Paid Up Share Capital	
18,02,33,547* Equity Shares of Rs 5 paid up	90,11,67,735
TOTAL	**90,11,67,735**

** the above does not include 15,01,290 equity shares are partly paid up on which calls are in arrears*

The authorized and paid up share capital of Web18 as of June 30, 2010 is as follows:

Share Capital	Amount (Rs)
Authorized Share Capital	
5,00,000 Equity Shares of Rs 10 each	50,00,000
60,00,000 Preference Shares of Rs 10 each	6,00,00,000
TOTAL	**6,50,00,000**
Paid Up Share Capital	
491,489 Equity Shares of Rs 10 each	49,14,890
5,61,880 Preference Shares of Rs 10 each	56,18,800
TOTAL	**1,05,33,690**

For Television Eighteen India Ltd.

Authorised Signatory

For Ibn18 Broadcast Limited

Pradeep Tahiliani
Authorised Signatory

Director / Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.

Authorised Signatory

Authorised Signatory

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For IBN Lokmat News Private Limited

Authorised Signatory

Certified to be True Copy

Examined Judicial Department
High Court of Delhi at
Authorised Under Section 76
Indian Evidence Act

PART III – DEMERGER 1

6. TRANSFER OF DEMERGED UNDERTAKING 1

6.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking 1 shall, pursuant to the provisions contained in Section 391 to 394 of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from TV18, and be transferred to and vested in or be deemed to have been transferred to and vested in Ibn18, on a going concern basis at book values, so as to become as and from Appointed Date, the undertaking of Ibn18, and to vest in Ibn18 all the rights, title, interest or obligations of TV18 therein.

6.2 All assets acquired by TV18 after the Appointed Date and prior to the Effective Date in relation to or pertaining to Demerged Undertaking 1 shall also stand transferred to and vested in Ibn18 upon the coming into effect of the Scheme. Where any of the assets of TV18 as on the Appointed Date deemed to be transferred to Ibn18 have been sold or transferred by TV18 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Ibn18

6.3 In respect of such of the assets of the Demerged Undertaking 1 (mentioned in Clause 5.1 and Clause 5.2 above) as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by TV18 and shall become the property of Ibn18 as an integral part of the Demerged Undertaking 1 transferred to it. The aforesaid transfer shall be deemed to take effect from the Appointed Date without requiring any deed or instrument of conveyance for the same. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of TV18 and the Board of Directors of Ibn18.

6.4 In respect of movables of the Demerged Undertaking 1 other than those specified in Clause 5.3 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, it shall not be necessary to obtain the consent of any third party or other person in order to give effect to the provisions of this sub-clause, and such transfer shall be effected by notice to the concerned persons, or in any manner as may be mutually agreed by TV18 and Ibn18.

6.5 In respect of such of the assets of the Demerged Undertaking 1 other than those referred to in Clause 5.3 and 5.4 above, the same shall without any further act, instrument or deed be transferred to and vested in and/ or be deemed to be transferred to and vested in Ibn18 pursuant to the provisions of Section 394 of the Act and other applicable provisions of law. The mutation of the title to the immovable properties in favour of Ibn18 shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and it becoming effective in accordance with the terms hereof.

6.6 It is hereby clarified that the Remaining Business of TV18 shall continue under the ownership of TV18.

6.7 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, certificates, authorities, powers of attorneys given by, issued to or executed in favour of TV18, and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking 1 and all other interests relating to activities carried on by the Demerged Undertaking 1, be transferred to and vested in Ibn18.

6.8 In so far as the various incentives, benefits under Export Promotion Capital Goods (EPCG) scheme, Duly Entitlement Pass Book (DEPB) scheme, accumulated balance in CENVAT account, sales tax deferral benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by TV18 are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking 1, vest with and be available to Ibn18 on the same terms and conditions.

For NETWORK18 MEDIA & INVESTMENTS LTD

For Television Eighteen India Ltd.

Authorised Signatory

For IBN18 Broadcast Limited

Pradeep Tahiliani

Authorised Signatory

For IBN18 Media & Investments Limited

Director / Authorised Signatory

For TV18 Broadcast Limited

Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.

(AUTH. SIGNATORY)

For Web18 Software Services Limited

Authorised Signatory

For NETWORK18 MEDIA & INVESTMENTS (HOLDINGS) PVT. LTD.

Care Websites Pvt. Ltd.

5.9 It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of TV18 as on the Appointed Date and being a part of the Demerged Undertaking 1 shall, without any further act or deed be and shall stand transferred to ibn18:

(a) the liabilities which arose out of the activities or operations of the Demerged Undertaking 1;

(b) specific loans or borrowings raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking 1;

(c) in cases other than those referred to in sub-clauses (a) and (b) above, proportionate part of the general or multipurpose borrowings and liabilities of TV18 allocable to the Demerged Undertaking 1 in the same proportion in which the value of the assets transferred under this Scheme bears to the total value of the assets of TV18 immediately before the demerger.

5.10 Where any of the liabilities and obligations of TV18 as on the Appointed Date deemed to be transferred to Ibn18 have been discharged by TV18 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Ibn18. Further, all loans, liabilities and obligations utilized by TV18 for the operations of Demerged Undertaking 1 after the Appointed Date and prior to the Effective Date, to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to ibn18 and shall become its liabilities and obligations.

5.11 Upon the coming into effect of this Scheme, if considered necessary for the sake of convenience and towards facilitating single point creditor discharge, the primary obligation to redeem, repay and provide security in relation to the general/ multipurpose borrowings (including Public Deposits), shall be of TV18. However, the amount equivalent to the portion of general or multipurpose borrowings pertaining to Ibn18 as on the Appointed Date and determined in accordance with Clause 5.9 (c) shall be payable by Ibn18 to TV18. Such payment by Ibn18 to TV18 (principal, interest or other costs) shall be credited to the bank account of TV18 one day prior to the due date of payment by TV18 to the creditors. Further, if considered necessary the Board of directors of TV18 and Ibn18 shall discuss and make appropriate arrangements/ modifications in relation to the above. In this Clause, the term "TV18" shall be understood to include "Network18" subsequent to Merger 1.

5.12 It is further clarified that the securities or encumbrances created with respect to liabilities retained by TV18 over the assets comprised in Demerged Undertaking 1 shall stand discharged from the Effective Date and the assets of TV18 shall be offered as security for liabilities retained by TV18. However, the securities or encumbrances created with respect to liabilities retained by TV18 on assets of Remaining Business shall continue to subsist. Similarly, securities or encumbrances created with respect to liabilities transferred to Ibn18 over the assets of Remaining Business shall stand discharged from the Effective Date and the assets of Ibn18 shall be offered as security for liabilities transferred to Ibn18. Notwithstanding the aforesaid, if considered necessary the Board of directors of TV18 and Ibn18 shall discuss and make appropriate arrangements with their creditors for offering necessary securities or encumbrances in respect of the borrowings held by respective companies.

5.13 The provisions of the Scheme insofar as they relate to the discharge or subsistence of securities as contained in Clause 5.10 and 5.11 above shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

5.14 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, TV18 and Ibn18 shall execute instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies, to give formal effect to the above provisions, if required.

5.15 Upon the coming into effect of this Scheme, the borrowing limits of Ibn18 in terms of Section 293 (1) (d) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of TV18 which are being transferred to Ibn18 pursuant to the Scheme, such limits being incremental to the existing limits of Ibn18, with effect from the Appointed Date.

for Television Eighteen India Ltd.

Authorised Signatory

For Ibn18 Broadcast Limited

Pradeep Tahiliani

Authorised Signatory

For Television Eighteen Commoditiescontrol.com Ltd.

Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.

For NETWORK18 MEDIA & INVESTMENTS LTD.

5.16 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations and no-objection certificates obtained by TV18 for the operations of the News Business Undertaking and/or to which TV18 is entitled to in relation to the News Business Undertaking in terms of the various statutes and/ or schemes of Union and State Governments, shall be available to and vest in ibn18, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of ibn18. Since the News Business Undertaking will be transferred to and vested in Ibn18 as a going concern without any break or interruption in the operations thereof, ibn18 shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objection certificates and to carry on and continue the operations of the News Business Undertaking on the basis of the same upon this Scheme becoming effective.

5.17 It is hereby clarified that the transfer of all assets and liabilities of the Demerged Undertaking 1 shall be at values appearing in the books of account of TV18 as on the Appointed Date which are set forth in the closing balance sheet of TV18 as of the close of business hours on the date immediately preceding the Appointed Date.

5.18 It is also agreed that TV18 and ibn18 shall mutually discuss and enter into suitable arrangements for sharing of corporate name, common trademarks, common facilities or any other common intellectual property rights to the extent considered necessary.

For Television Eighteen India Ltd

Authorised Signatory

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For Television Eighteen India Ltd

Authorised Signatory

For NETWORK18 INDIA HOLDINGS PVT. LTD.

Auth. Signatory

For ibn18 Broadcast Limited

Pradeep Tahiliani

Authorised Signatory

For RVT Investments Private Limited

Authorised Signatory

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High Court of Delhi
Authorised Under Section 76
Indian Evidence Act

PART IV – DEMERGER 2

6. TRANSFER OF DEMERGED UNDERTAKING 2

6.1 With effect from the Appointed Date, the Demerged Undertaking 2 shall, pursuant to the provisions contained in Section 394(2) of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from Web18, and be transferred to and vested in or be deemed to have been transferred to and vested in Network18 on the Appointed Date, on a going concern basis, so as to become as and from the Appointed Date, the undertaking of Network18, and to vest in Network18 all the rights, title, interest or obligations of Web18 therein.

6.2 All assets acquired by Web18 after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking 2 or pertaining to the Demerged Undertaking 2 shall be deemed to have been acquired for and on behalf of Network18. Where any of the assets of Web18 as on the Appointed Date deemed to be transferred to Network18 have been sold or transferred by Web18 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Network18.

6.3 In respect of such of the assets of the Demerged Undertaking 2 (mentioned in Clause 6.1 and Clause 6.2 above) as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by Web18 and shall become the property of Network18 as an integral part of the Demerged Undertaking 2 transferred to it. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of Web18 and the Board of Directors of Network18.

6.4 In respect of movables of the Demerged Undertaking 2 other than those specified in Clause 6.3 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, it shall not be necessary to obtain the consent of any third party or other person in order to give effect to the provisions of this sub-clause, and such transfer shall be effected by notice to the concerned persons, or in any manner as may be mutually agreed by Web18 and Network18.

6.5 In respect of such of the assets of the Demerged Undertaking 2 other than those referred to in Clause 6.3 and 6.4 above, the same shall, as more particularly provided in Clause 6.1 above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Network18 on the Appointed Date pursuant to the provisions of Section 394 of the Act or other provisions of law as applicable.

6.6 It is hereby clarified that the Remaining Business of Web18 shall continue under the ownership of Web18.

6.7 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, registrations, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of Web18, and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking 2 and all certifications and approvals, trademarks, licenses, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property and all other interests relating to the Demerged Undertaking 2, be transferred to and vested in the Network18.

6.8 In so far as the various incentives, licenses, subsidies (including applications for subsidies), grants, special status and other benefits or privileges granted by any Government body, local authority or by any other person, enjoyed or availed of by Web18 are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking 2, vest with and be available to/or Network18 on the same terms and conditions.

For Network18 Media & Investments Ltd.

Director / Authorised Signatory

For NETWORK18 MEDIA & INVESTMENTS LTD.

For Television Eighteen India Ltd

Authorised Signatory

For Television Eighteen Commodities Trading Ltd.

Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.

(AUTH. SIGNATORY)

For iNews.com Limited

Authorised Signatory

Case Websites Pvt. Ltd.

Authorised Signatory

For ibn-18 Broadcast Limited

Authorised Signatory

For RVT Investments Private Limited

6.9 It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of Web18 as on the Appointed Date and being a part of the Demerged Undertaking 2 shall, without any further act or deed be and shall stand transferred to the Network18, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Network18 as if it had entered into such loans or incurred such borrowings and Network18 undertakes to meet, discharge and satisfy the same:

(i) the liabilities which directly and specifically arose out of the activities or operations of the Demerged Undertaking 2,

(ii) specific loans or borrowings raised, if any, and incurred and utilized solely for the activities or operations of the Demerged Undertaking 2,

(iii) in cases other than those referred to in sub-clauses (i) and (ii) above, proportionate part of the general or multipurpose borrowings and liabilities of Web18 allocable to the Demerged Undertaking 2 in the same proportion in which the value of the assets of Web18 transferred under this Scheme bears to the total value of the assets of Web18 immediately before the demerger. It is hereby clarified that upon the coming into effect of this Scheme, where any regulatory approvals are required for the purposes of apportioning the general or multipurpose borrowings as provided herein, the same shall be obtained by Web18 and/ or Network18 by way of specific applications in this behalf.

6.10 Where any of the liabilities and obligations of Web18 in relation to the Demerged Undertaking 2 as on the Appointed Date deemed to be transferred to the Network18 have been discharged by Web18 after the Appointed Date and prior to the Effective Date through cash payment or in any other manner whatsoever, such discharge shall be deemed to have been for and on account of the Network18. All loans raised and used and all liabilities and obligations incurred by Web18 for the operations of the Demerged Undertaking 2 after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Network18 and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to Network18 and shall become its liabilities and obligations.

6.11 Upon the coming into effect of this Scheme, in so far as the security in respect of the liabilities of the Demerged Undertaking 2, it is hereby clarified that Web18 and the Network18 shall, subject to confirmation by the concerned creditor(s), mutually agree upon and arrange for such security as may be considered necessary to secure such liabilities, and obtain such consents under law as may be prescribed.

Provided however, any reference in any security documents or arrangements (to which Web18 is a party) to the assets of Web18 offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Demerged Undertaking 2 of Web18 as are vested in the Network18 by virtue of the aforesaid Clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Web18 or any of the assets of Network18.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Network18 shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, chargee and mortgages shall not extend or be deemed to extend, to any of the assets of Demerged Undertaking 2 of Web18 vested in Network18.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Web18 which shall vest in Network18 by virtue of the demerger of the Demerged Undertaking 2 into Network18, and Network18 shall not be obliged to create any further or additional security thereof after the Scheme has become operative.

6.12 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, Web18 and Network18 shall execute instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies, to give formal effect to the above provisions, if required.

for Television Eighteen India Ltd

Authorised Signatory

For Ibn18 Broadcast Limited

Pradeep Talreja

Authorised Signatory

Director / Authorised Signatory

For Television Eighteen Communications Ltd.

Authorised Signatory

For iNews.com Limited

Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.

(AUTH. SIGNATORY)

6.13 Upon the coming into effect of this Scheme, the borrowing limits of Network18 in terms of Section 293(1) (d) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of Web18 which are being transferred to the Network18 pursuant to the Scheme, such limits being incremental to the existing limits of Network18, with effect from the Appointed Date.

6.14 The provisions of this Clause insofar as they relate to the transfer of liabilities of the Demerged Undertaking 2 to Network18 shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

6.15 It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause, except to the extent required under law.

6.16 It is hereby clarified that all assets and liabilities of the Demerged Undertaking 2 shall be transferred at values appearing in the books of account of Web18 as on the Appointed Date which are set forth in the closing balance sheet of Web18 as of the close of business hours on the date immediately preceding the Appointed Date.

6.17 It is also agreed that Web18 and Network18 shall mutually discuss and enter into suitable arrangements for sharing of corporate name, common trademarks, common facilities or any other common intellectual property rights to the extent considered necessary.

For Television Eighteen India Ltd

Authorised Signatory

For Television Eighteen Communication Ltd

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For iNewscom Limited

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For Viacom 18 Media Pvt. Ltd.

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Cara Websites Pvt. Ltd.

Authorised Signatory

For NETWORK18 MEDIA HOLDINGS PVT. LTD.

Auth. Signatory

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For TV18 Broadcast Limited

Pradeep Tahiliani

Authorised Signatory

For RVT Investment Private Limited

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High Court of Delhi at
Authorised Under Section 76
Indian Evidence Act.

PART V – OTHER TERMS OF DEMERGER

7. REMAINING BUSINESS TO CONTINUE WITH TRANSFEROR COMPANY

7.1 The Remaining Business 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 viz. Demerged TV18 and Web18.

7.2 Further,

a) 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 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 Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Transferor Company in respect of the Remaining Business) 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 Remaining Business.

b) If proceedings are taken against the Transferee Company in respect of the matters referred to in sub clause (a) above, it shall defend the same in accordance with the advice of the Transferor Company and at the cost of the Transferor Company, and the latter shall reimburse and indemnify the Transferee Company against all liabilities and obligations incurred by the Transferee Company in respect thereof.

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

a) the Transferor Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;

b) all profits accruing to the Transferor Company or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferor Company; and

c) all assets and properties acquired by the Transferor Company in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in the Transferor Company.

7.4 Upon the coming into effect of this Scheme, Ibn18 and Network18 shall be entitled to use all packaging, labels, point of sale material, sign board, samples, closures, video clips, other publicity material, etc, lying unused and which TV18 and Web18 were otherwise entitled to use under any statutes/ regulations, till such time as all of such packaging, labels, closures, etc are exhausted.

8. ISSUE OF SHARES ON DEMERGER

In relation to Demerger 1:

8.1 Upon the coming into effect of the Scheme and in pursuance of the demerger of the Demerged Undertaking 1 into Ibn18 pursuant to this scheme, Ibn18 shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the **"New Equity Shares on Demerger 1"**) at par on a proportionate basis to each member of TV18 whose name is recorded in the register of members of TV18 as holding equity shares on the Specified Date in the ratio of 17:25 i.e., 17 fully paid-up equity shares of Rs 2 each of Ibn18 to be issued for every 25 fully paid equity shares of Rs 5 each of TV18, held by the member.

Further, if a member of TV18 holds any partly paid-up equity shares of TV18 on the Specified Date, such partly paid up shares shall be consolidated to create fully paid up shares (based on the relevant share issue price), and thereafter such member shall be entitled to fully paid-up equity shares of Rs 2 each of Ibn18 to be issued as per the aforesaid entitlement ratio, unless the Board of Directors of TV18 and Ibn18 agree upon an appropriate alternate mechanism.

For Television Eighteen India Ltd.
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For IBN18 Broadcast Limited
Pradeep Tahiliani
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In relation to Demerger 2:

8.2 Upon the coming into effect of this Scheme and in consideration of the demerger of the Demerged Undertaking 2 into Network18 pursuant to this Scheme, Network18 shall not be required to issue and allot equity shares to the shareholders of Web18 since they are subsidiaries of Network18, and it is further clarified that the value of Web18 has been duly considered in Merger 1 for the benefit of shareholders of TV18.

Other terms

8.3 The New Equity Shares on Demerger 1 to be issued and allotted pursuant to Clause 8.1 respectively shall in all respects, rank pari passu from the Specified Date with the existing equity shares of ibn18, save and except in relation to dividends, if any, to which they may be entitled to, as and from the Appointed Date.

8.4 The New Equity Shares on Demerger 1 to be issued and allotted in terms thereof will be subject to the relevant Memorandum and Articles of Association of ibn18. The New Equity Shares of ibn18 issued in terms of Clause 8.1 shall, subject to completion of applicable procedures, be listed on the stock exchanges where ibn18 is currently listed.

8.5 The share entitlement ratio specified in Clause 8.1 shall be suitably adjusted for changes in the capital structure of either ibn18 or TV18 post the date of the Board Meeting approving the Scheme provided the changes relate to matters such as bonus issue, split of shares and consolidation of shares. All such adjustments to the share entitlement ratio shall be deemed to be carried out as an integral part of this Scheme upon agreement in writing by the Board of Directors of both TV18 and ibn18.

8.6 In case any member's holding in TV18 is such that the member becomes entitled to a fraction of an equity share in ibn18, ibn18 shall not issue fractional shares to such member but shall consolidate such fractions and issue consolidated equity shares to seperate trustees nominated by ibn18 in that behalf, who shall sell such shares at prevailing market prices within a reasonable time frame after the allotment and distribute the net sale proceeds (after deduction of expenses and tax, if applicable) to the relevant members of TV18 in proportion to their fractional entitlements.

8.7 Insofar as the allotment of shares pursuant to Clause 18 is concerned, each member of the Transferor Company shall have the option to be exercised, by giving a notice to relevant Transferee Company, on or before such date as may be determined by the Board of Directors of the Transferee Company, to receive the shares either in physical certificate form or in dematerialized form. In the event the Transferee Company does not receive such notice or requisite details in respect of any member, the Transferee Company may allot shares in dematerialized form to the extent it has the necessary details of the account holder for issue of shares in dematerialized form and in respect of other members, issue share certificates in physical form. In respect of those members exercising the option to receive the shares in dematerialized form, such members shall have opened and maintained an account with a depository participant, and shall provide such other confirmation, information and details as may be required.

8.8 Equity shares to be issued pursuant to Clause 8.1 of this Scheme, in respect of any equity shares of TV18 which are held in abeyance under the provisions of Section 206A of the Act or otherwise, shall pending allotment or settlement of dispute by order of Court or otherwise be held by the trustees appointed by ibn18.

8.9 In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any shareholder of TV18, the Board of Directors or any committee thereof of TV18 shall be empowered in appropriate cases, even subsequent to the Specified Date or the Effective Date, as the case may be, to effectuate such a transfer, as if such changes in registered holder were operative as on the Specified Date.

8.10 Upon the issue of New Equity Shares on Demerger 1 in terms of the Scheme, the provisions of Section 81 (1A) of the Act shall be deemed to have been complied with and such issue shall be an integral part of this Scheme.

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Authorised Signatory

for Television Eighteen India Ltd

Authorised Signatory

For Web18 Broadcast Limited

Pradeep Tahiliani

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Director / Authorised Signatory

For Television Eighteen Commodities Control.com Ltd

Authorised Signatory

For iNewsroom Limited

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For WEB 18 SOFTWARE SERVICES LTD.

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8.11 Upon coming into effect of this Scheme and with effect from the Appointed Date, the Memorandum of Association of Network18 shall be deemed to be amended to include therein the relevant clauses from the Memorandum of Association of Web18, enabling them to carry on the business of Web Undertaking. It is hereby clarified that such amendment shall be deemed to have been undertaken as an integral part of this Scheme and all relevant provisions of the Act, including the procedure prescribed under Section 17 of the Act shall be deemed to have been complied with and no additional steps are required.

Accordingly, upon coming into effect of the Schema following clauses shall be deemed to be inserted in the main objects clause of MOA of Network18 related to carrying on of web and internet business -

- *To create, own, acquire and host web-sites on the Internet including internet Portal on the use and current affairs anywhere in the World for the Company, to conduct Electronic Commerce through buying and selling of goods, information and services either directly or on behalf of providers of these goods, information and services and to install, maintain and operate Internet, V-sat and Voice and Data Mail Services.*

- *To carry on in India and elsewhere either on its own or in alliance with any other Person/ Body/ Bodies corporate incorporated in India or abroad either under a strategic alliance or Joint Venture or any other arrangement the business of providing/ operating internet services, web based electronic commerce and other allied services.*

- *To establish and carry on in India and elsewhere either on its own or in alliance with any other Person/Body/Bodies corporate incorporated in India or abroad either under a strategic alliance or Joint Venture or any other arrangement the business of providing/operating Very Small Aperture Terminals (VSAT) Communications Services, Value Added Network Services (VANS), Electronic Data Interchange Services, Datacom Network Services, File Transfer and Protocol Conversion Services, Voice Network Services, Concert Packet Services, Electronic Transaction Services, Wireless Application Protocol Services, High Speed VSAT based Satellite communication Services, Video Conferencing Services, System Integration Services involving computers and Communications Products/ Technologies and to market and sell and support various types of Satellite/Data communications equipments and networks built using such like Routers Frame Relay Switches, ATMs.*

9. ACCOUNTING TREATMENT ON DEMERGER

Accounting for Demerger 1:

9.1 Treatment in the books of TV18

(a) Upon the coming into effect of this Scheme, with effect from the Appointed Date, the book value of the assets and liabilities of the Demerged Undertaking 1, at the close of business of the day immediately preceding the Appointed Date, transferred to ibn18 shall be reduced from the book value of the assets and liabilities of TV18. In so far as the accounts representing common or multipurpose borrowings referred to in Clause 5.9 are concerned, they shall stand reduced by the amounts transferred to ibn18 in accordance with the provisions of this Scheme.

(b) The aggregate of the net assets of the Demerged Undertaking 1 standing in the books of accounts of TV18 transferred to ibn18 at the close of business of the day immediately preceding the Appointed Date, shall be adjusted against the following, in the order specified:

(i) Capital Reserve Account; and
(ii) Securities Premium Account.

9.2 Treatment in the books of ibn18

(a) Upon the coming into effect of this Scheme, ibn18 shall record all the assets and liabilities of the Demerged Undertaking 1 transferred to it in pursuance of this Scheme at their respective book values thereof appearing in the books of account of TV18 immediately before the Appointed Date.

(b) The difference between the assets and liabilities transferred pursuant to the demerger of the Demerged Undertaking 1 to ibn18, duly adjusted for expenses incurred in connection with the

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Scheme, face value of the New Equity Shares on Demerger 1 issued pursuant to Clause 8.1, shall be adjusted against the Capital Reserve Account.

(c) The debit balance in the Profit & Loss Account of ibn18 to the extent of Rs 79,10,95,787 (Rupees Seventy Nine Crores, Ten Lacs, Ninety Five Thousand, Seven Hundred and Eighty Seven only) which would comprise only cash loss (i.e. accumulated loss less depreciation) as per the books of account as increased by the amount of Miscellaneous Expenditure of Rs 8,93,12,882 (Rupees Eight Crores, Ninety Three Lacs, Twelve Thousand, Eight Hundred and Eighty Two only) as on the Appointed Date, shall be written off against the balance in the Capital Reserve Account and/or the Securities Premium Account of an equivalent amount.

Accounting for Demerger 2

9.3 Treatment in the books of Web18

(a) Upon the coming into effect of this Scheme, with effect from the Appointed Date, the book value of the assets and liabilities of the Demerged Undertaking 2, at the close of business of the day immediately preceding the Appointed Date, transferred to Network18 shall be reduced from the book value of the assets and liabilities of Web18. In so far as the accounts representing common or multipurpose borrowings referred to in Clause 6.9 are concerned, they shall stand reduced by the amounts transferred to Network18 in accordance with the provisions of this Scheme.

(b) The aggregate of the net assets of the Demerged Undertaking 2 standing in the books of accounts of Web18 transferred to Network18 as increased by the debit balance of Profit and loss account of Web18 at the close of business of the day immediately preceding the Appointed Date, shall be adjusted against the following, in the order specified, to the extent required:

(I) General Reserve Account; and
(II) Securities Premium Account.

9.4 Treatment in the books of Network18

(a) Upon the coming into effect of this Scheme, Network18 shall record all the assets and liabilities of the Demerged Undertaking 2 transferred to it in pursuance of this Scheme at their respective book values thereof appearing in the books of account of Web18, at the close of business of the day immediately preceding the Appointed Date.

(b) The difference between assets and liabilities transferred pursuant to the demerger of Web Undertaking to Network18 shall be written off by Network18, against the following, in the order specified, to the extent required:

i) Capital Reserve Account; and
ii) Share Premium Account

(c) The debit balance in the Profit & Loss Account of Network18 at the close of business of the day immediately preceding the Appointed Date, shall be written off against the balance in the Capital Reserve Account and/or the Securities Premium Account of an equivalent amount.

9.5 It is hereby clarified that all transactions during the period between the Appointed Date and Effective Date relating to the Demerged Undertaking 1 would be duly reflected in the financial statements of ibn18, upon the Scheme coming into effect. Similarly, all transactions during the period between the Appointed Date and Effective Date relating to the Demerged Undertaking 2 would be duly reflected in the financial statements of Network18, upon the Scheme coming into effect.

9.6 Notwithstanding anything contained in Clause 9 hereinabove, the Board of Directors of the companies are authorized to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956.

9.7 To the extent that there are inter-corporate loans, other outstanding amounts or transactions between the Transferor Company and the Transferee Company, including those between Appointed Date and Effective Date, it is agreed by the Transferor Company and Transferee Company that all the

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requirements of the Act and any other applicable law with respect to such amounts shall be deemed to have been duly complied with.

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For Television Eighteen Cummunications Ltd.

For NEWS 18 GOMANTAK LTD.

For INews.com Limited

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PART VI – MERGER 1

10. TRANSFER OF 'MERGED UNDERTAKING 1' TO NETWORK18

10.1 With effect from the Appointed Date, the whole of the Merged Undertaking 1, comprising all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 391 read with Section 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in Network18 as a going concern so as to become as and from the Appointed Date the assets and liabilities of Network18 and to vest in Network18 all the rights, title, interest or obligations of Merging Companies therein. All assets acquired by Merging Companies after the Appointed Date and prior to the Effective Date shall also stand transferred to and vested in Network18 upon the coming into effect of the Scheme. As regards transfer of specified movable assets, Clauses 10.2 and 10.3 below provide for the physical mode of effecting transfer. Where any of the assets of Merging Companies as on the Appointed Date deemed to be transferred to Network18 have been sold or transferred by Merging Companies after the Appointed Date and prior to the Effective Date, such sale or transfer shall be deemed to have been for and on account of Network18.

10.2 In respect of such of the assets of the Merged Undertaking 1 as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by Merging Companies and shall become the property of Network18 as an integral part of the Merged Undertaking 1 transferred to it. The aforesaid transfer shall be deemed to take effect from the Appointed Date without requiring any deed or instrument of conveyance for the same. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of Network18 and the Board of Directors of Merging Companies.

10.3 All debts, loans and advances recoverable in cash or in kind or for value to be received, deposits, outstanding and receivables of Merging Companies other than the movable assets specified in Clause 10.2 above, shall on and from the Appointed Date stand transferred to and vested in Network18 without any further actions or deed (although Network18 may, if it deems appropriate, give notice to the third party that the debts, outstanding and receivables do stand transferred to and vested in Network18), and the debtors shall be obliged to make payments to Network18 on and after the Effective Date.

10.4 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of Merging Companies shall also, under the provisions of Sections 391 to 394 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to Network18 so as to become as and from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of Network18.

10.5 The transfer and vesting of the Merged Undertaking 1 as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of Merging Companies.

Provided however that any reference in any security documents or arrangements (to which Merging Companies is a party) to the assets of Merging Companies offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Merged Undertaking 1 of Merging Companies as are vested in Network18 by virtue of this Scheme, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Merging Companies or any of the assets of Network18.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of Network18 shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of Merging Companies vested in Network18.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Merging Companies which shall vest in Network18 by virtue of merger of Merging Companies into Network18; and Network18 shall not be obliged to create any further or additional security after the Scheme has become operative.

For Television Eighteen India Ltd.

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Director

For Television Eighteen Commoditiescontrol.com Ltd.

Director

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For WEB 18 SOFTWARE SERVICES LTD.

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10.6 Where any of the liabilities and obligations of Merging Companies as on the Appointed Date deemed to be transferred to Network18 have been discharged by Merging Companies after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Network18, and all loans raised and used and all liabilities and obligations incurred by Merging Companies for the operations of the Merged Undertaking 1 after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of Network18 and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to Network18 and shall become its liabilities and obligations.

11. ISSUE OF SHARES ON TRANSFER OF MERGED UNDERTAKING 1

11.1 Upon the coming into effect of the Scheme and in consideration of the merger of Demerged TV18 into Network18 pursuant to this Scheme, Network18 shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the **"Network18 New Shares"**) at par on a proportionate basis to each member of the Demerged TV18 whose name is recorded in the register of members of the Demerged TV18 as holding equity shares on the Specified Date in the ratio of **13:100** i.e. 13 fully paid-up equity shares of Rs 5 each of Network18 to be issued for every 100 equity shares of Rs 5 each of the Demerged TV18, held by the member.

In respect of equity shares held by Network18 or its subsidiaries in Demerged TV18 on the Specified Date, Network18 shall issue Network18 New Shares to a trust (or an individual trustee or board of trustees or corporate trustee herein after referred to as the **"Trustees"**) to have and hold such shares together with all additions and accretions thereto exclusively for the benefit of Network18 subject to the powers, provisions, discretions, rights and agreements contained in the instrument (the **"Trust Deed"**) establishing the aforesaid trust (the "The Network18 Shareholders Trust" or such other name as may be deemed appropriate). It is proposed that the Trustees shall, keeping in view the prevailing market conditions and other objectives, sell, transfer, hold or dispose off the trust shares at such time or times and in such manner as may be considered expedient and shall remit the proceeds thereof to Network18.

Further, if a member of Demerged TV18 holds any partly paid-up equity shares of Demerged TV18 on the Specified Date, such partly paid up shares shall be consolidated to create fully paid up shares (based on the relevant share issue price), and thereafter such member shall be entitled to fully paid-up equity shares of Rs 5 each of Network18 to be issued as per the aforesaid entitlement ratio, unless the Board of Directors of Demerged TV18 and Network18 agree upon an appropriate alternate mechanism.

11.2 The share entitlement ratio specified in Clause 11.1 shall be suitably adjusted for changes in the capital structure of either Network18 or Demerged TV18 post the date of the Board Meeting approving the Scheme provided the changes relate to matters such as bonus issue, split of shares and consolidation of shares. All such adjustments to the share entitlement ratio shall be deemed to be carried out as an integral part of this Scheme upon agreement in writing by the Board of Directors of both Demerged TV18 and Network18.

11.3 In case any member's holding in Demerged TV18 is such that the member becomes entitled to a fraction of an equity share in Network18, Network18 shall not issue fractional shares to such member but shall consolidate such fractions and issue consolidated equity shares to separate trustees nominated by Network18 in that behalf, who shall sell such shares at prevailing market prices within a reasonable time frame after the allotment and distribute the net sale proceeds (after deduction of tax, if applicable) to the members of Demerged TV18 in proportion to their fractional entitlements.

11.4 The Network18 New Shares will be issued in dematerialised form, provided that the members of Demerged TV18 shall have opened and maintained an account with a depository participant, and shall provide such other confirmation, information and details as may be required on or before such date as may be determined by the Board of Directors of the Transferee Company, failing which shares will be issued in physical form.

11.5 The Network18 New Shares issued pursuant to Clause 11.1 above shall subject to necessary approvals be listed and admitted to trading on the stock exchanges on which Network18 shares are presently listed.

11.6 The Network18 New Shares to be issued and allotted pursuant to Clause 11.1 shall be subject to the Memorandum and Articles of Association of Network18 and shall in all respects, rank *pari passu* with the existing equity shares of Network18, save and except in relation to dividends, if any, to which they may be entitled to, as and from the Appointed Date.

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11.7 Upon the coming into effect of the Scheme and in consideration of the amalgamation of Network18 India, Core, TECC and RVT Investments into Network18 pursuant to this Scheme, Network18 shall not be required to issue new shares to shareholders of Network18 India, Core, TECC and RVT Investments since such shareholders may be subsidiaries of Network18 or since Network18 may own the entire share capital of the aforesaid Merging Companies.

12. ACCOUNTING TREATMENT ON MERGER 1

12.1 Upon the Scheme becoming effective, Network18 shall record the Merger Undertaking 1 vested in it pursuant to the Scheme, at their respective book values as appearing in the financial statements of companies constituting Merger Undertaking 1 at the close of business of the day immediately preceding the Appointed Date in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956.

12.2 Network18 shall credit to its Share Capital Account in its books of account the aggregate face value of the Network18 New Shares issued by it to the shareholders of Demerged TV18 pursuant to Clause 11.1 of this Scheme.

12.3 In so far as the balances in "Reserves and Surplus" of Merging Companies are concerned, Network18 shall record the balances, if any, in the Profit and Loss Account, Share Premium Account, Capital Reserve Account, General Reserve Account and any other reserve in the same form and at the same values as they appear in the financial statements of Merging Companies at the close of business of the day immediately preceding the Appointed Date.

12.4 Upon the coming into effect of this Scheme, any inter-company investment in the books of Network18, representing equity shares of Merging Companies will stand cancelled and no shares or consideration shall be issued by Network18 in respect of such cancelled shares subject to the issuance of the Network18 New Shares to the Network18 Shareholders Trust as contemplated under Clause 11.1 of this Scheme.

12.5 The aggregate of the excess/ deficit of the value of the assets over the value of the liabilities of Merger Undertaking 1 vested in Network18 pursuant to this Scheme and as recorded in the books of account of Network18, shall after adjusting the value of investments cancelled in Clause 12.4, "Reserve and Surplus" as referred in Clause 12.3 and face value of Network18 New Shares shall be adjusted to the reserve accounts of Network18.

12.6 In case of any differences in accounting policy between Merging Companies and Network18, the impact of the same till the Appointed Date will be quantified and adjusted in the balance sheet of Network18 in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956, to ensure that the financial statements of Network18 reflect the financial position on the basis of consistent accounting policy.

12.7 Post-Merger Accounting Treatment

Subsequent to above Clause of the Scheme becoming effective, in-order to right size the balance sheet and enable true recognition of assets and liabilities in the balance sheet of Network18, it is considered desirable to value the assets and liabilities of Network18 at their respective fair values as may be identified and deemed appropriate by the Board of Directors of Network18. The difference between the book value and the fair value shall be adjusted against the Capital Reserve Account and/or the Securities Premium Account or such other reserve as may be deemed appropriate by the Board of Directors of Network18.

12.8 Network18 shall account for the book value of investments in the share capital of Demerged TV18 in respect of the shares of Demerged TV18 vested in the Network18 Shareholders Trust as per Clause 11.1 of the Scheme as 'Interest in Trust' at such book value; and pursuant to the Scheme becoming effective, such book value shall not be adjusted/ revalued/ restated on receipt of Network18 New Shares by the Network18 Shareholders Trust in lieu of its holding in Demerged TV18.

12.9 To the extent that there are inter-corporate loans or balances between and amongst Merging Companies and Network18, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of Network18 for the reduction of any assets or liabilities or other appropriate treatment, as the case may be. It is agreed by Merging Companies and

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Network18 that all the requirements of the Act and any other applicable law with respect to such amounts shall be deemed to have been duly complied with.

12.10 For the removal of doubts, it is hereby clarified that there would be no accrual of income including interest or other expenses/ charges in respect of any inter-company loans or balances between Demerged TV18 and Network18 India and Network18 during the period between the Appointed Date and Effective Date. It is also clarified that there would be no accrual of income or expense on account of any other transactions, including *inter alia* any transactions in the nature of sale or transfer of any goods or services between Demerged TV18 and Network18 India and Network18, during the period between the Appointed Date and the Effective Date.

12.11 The adjustment contemplated under Clause 12.5 in the reserve accounts of Network18 shall be made in following reserve accounts ie Capital Reserve Account, Securities Premium Account, General Reserve Account and Profit and Loss Account in such order and to such extent as may be deemed fit by the Board of Directors of Network18.

12.12 It is hereby clarified that pursuant to the provisions of Clause 10, all transactions during the period between the Appointed Date and Effective Date relating to the Merged Undertaking 1 would be duly reflected in the financial statements of Network18, upon the coming into effect of this Scheme.

12.13 Notwithstanding anything contained in this Clause 12, the Board of Directors of Network18 is authorized to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956.

13. MERGER OF AUTHORIZED SHARE CAPITAL OF TRANSFEROR COMPANIES WITH NETWORK18

13.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the authorized share capital of each of the Transferor Companies i.e. Merging Companies shall stand transferred to and be added with the authorized share capital of Network18, without any liability for payment of any additional fees (including registrar of companies fees) or stamp duty.

13.2 It is hereby clarified that the consent of the shareholders of each of the Transferor Company and Network18 to the Scheme shall be sufficient for purposes of effecting this amendment in the Memorandum of Association of Network18 and that no further resolution under Sections 16, and 94 or any other applicable provisions of the Act, would be required to be separately passed, nor any additional registration fee, stamp duty, etc, be payable by Network18.

For NETWORK18 [illegible] LTD.

Authorised Signatory

For Television Eighteen Commodities [illegible]

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NETWORK18 INDIA HOLDINGS PVT. LTD.

Auth. Signatory

For Network18 Broadcast Limited

Pradeep Tahiliani

Authorised Signatory

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Examiner Judicial Department
High Court of Delhi
Authority under Section
Evidence Act

PART VII – MERGER 2

14. TRANSFER OF 'MERGED UNDERTAKING 2' TO IBN18

14.1 With effect from the Appointed Date, the whole of the Merged Undertaking 2, comprising all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 391 read with Section 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in Ibn18 as a going concern so as to become as and from the Appointed Date the assets and liabilities of ibn18 and to vest in ibn18 all the rights, title, interest or obligations of ibn18 Media and iNews.com therein. All assets acquired by Ibn18 Media and iNews.com after the Appointed Date and prior to the Effective Date shall also stand transferred to and vested in ibn18 upon the coming into effect of the Scheme. Where any of the assets of ibn18 Media and iNews.com as on the Appointed Date deemed to be transferred to ibn18 have been sold or transferred by ibn18 Media and iNews.com after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of ibn18. As regards transfer of specified movable assets, Clauses 14.2 and 14.3 below provide for the physical mode of effecting transfer.

14.2 In respect of such of the assets of the Merged Undertaking 2 as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by Ibn18 Media and iNews.com shall become the property of ibn18 as an integral part of the Merged Undertaking 2 transferred to it. The aforesaid transfer shall be deemed to take effect from the Appointed Date without requiring any deed or instrument of conveyance for the same. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of ibn18 and the Board of Directors of Ibn18 Media and iNews.com.

14.3 All debts, loans and advances recoverable in cash or in kind or for value to be received, deposits, outstanding and receivables of Ibn18 Media and iNews.com other than the moveble assets specified in Clause 14.2 above, shall on and from the Appointed Date stand transferred to and vested in ibn18 without any further actions or deed (although ibn18 may, if it deems appropriate, give notice to the third party that the debts, outstanding and receivables do stand transferred to and vested in Ibn18), and the debtors shall be obliged to make payments to ibn18 on and after the Effective Date.

14.4 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of ibn18 Media and INewe.com shall also, under the provisions of Sections 391 to 394 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to ibn18 so as to become as and from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of Ibn18.

14.5 The transfer and vesting of the Merged Undertaking 2 as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of Ibn18 Media and iNews.com.

Provided however that any reference in any security documents or arrangements (to which ibn18 Media and iNews.com is a party) to the assets of Ibn18 Media and iNews.com offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Merged Undertaking 2 of ibn18 Media and iNews.com as are vested in Ibn18 by virtue of this Scheme, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Ibn18 Media and iNews.com or any of the assets of ibn18.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of Ibn18 shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, cherges and mortgages shall not extend or be deemed to extend, to any of the assets of ibn18 Media and iNews.com vested in ibn18.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Ibn18 Media and INews.com which shall vest in ibn18 by virtue of merger of Ibn18 Media and INews.com into ibn18 and ibn18 shall not be obliged to create any further or additional security after the Scheme has become operative.

Rupa Verma

For Ibn18 Broadcast Limited
Pradeep Tahiliani
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Television Eighteen Commodityscentral.com Ltd.

For iNews.com Limited
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For WEB [illegible]

14.6 Where any of the liabilities and obligations of ibn18 Media and INews.com as on the Appointed Date deemed to be transferred to Ibn18 have been discharged by ibn18 Media and INews.com after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of ibn18, and all loans raised and used and all liabilities and obligations incurred by Ibn18 Media and INews.com for the operations of the Merged Undertaking 2 after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of Ibn18 and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to Ibn18 and shall become its liabilities and obligations.

15. ISSUE OF SHARES ON TRANSFER OF MERGED UNDERTAKING 2

15.1 Upon the coming into effect of the Scheme and in consideration of the merger of ibn18 Media and INews.com into Ibn18 pursuant to this Scheme, Ibn18 shall not issue any shares since ibn18 Media and INews.com may be wholly owned by Ibn18.

16. ACCOUNTING TREATMENT ON MERGER 2

16.1 Treatment in the books of ibn18

16.1.1 Upon the Scheme becoming effective, Ibn18 shall record the Merger Undertaking 2 vested in it pursuant to the Scheme, at their respective book values as appearing in the financial statements of Ibn18 Media and INews at the close of business of the day immediately preceding the Appointed Date in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956.

16.1.2 Upon the coming into effect of this Scheme, all inter-company investment in the books of ibn18, representing equity shares of Ibn18 Media and INews.com will stand cancelled and no shares shall be issued by Ibn18 in respect of such cancelled shares.

16.1.3 In so far as the balances in "Reserves and Surplus" of Ibn18 Media and INews are concerned, Ibn18 shall record the balances, if any, in the Profit and Loss Account, Share Premium Account, Capital Reserve Account, General Reserve Account and any other reserve in the same form and at the same values as they appear in the financial statements of ibn18 Media and INews at the close of business of the day immediately preceding the Appointed Date.

16.1.4 The aggregate of the excess/ deficit of the value of the assets over the value of the liabilities of Ibn18 Media and INews vested in Ibn18 pursuant to this Scheme and as recorded in the books of account of ibn18, shall after adjusting the value of investments cancelled in Clause 16.1.2 and "Reserve and Surplus" as referred in Clause 16.1.3 shall be adjusted to reserve accounts of ibn18.

16.1.5 In case of any differences in accounting policy between ibn18 Media and iNews.com and Ibn18, the impact of the same till the Appointed Date will be quantified and adjusted in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956 to ensure that the financial statements of ibn18 reflect the financial position on the basis of consistent accounting policy.

16.2 To the extent that there are inter-corporate loans or balances between and amongst Ibn18 Media and iNews.com and Ibn18, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of ibn18 for the reduction of any assets or liabilities or other appropriate treatment, as the case may be. It is agreed by Ibn18 Media and iNews.com and ibn18 that all the requirements of the Act and any other applicable law with respect to such amounts shall be deemed to have been duly complied with.

16.3 For the removal of doubts, it is hereby clarified that there would be no accrual of income including interest or other expenses/ charges in respect of any inter-company loans or balances between Ibn18 Media and INews.com and ibn18 during the period between the Appointed Date and Effective Date. It is also clarified that there would be no accrual of income or expense on account of any other transactions, including inter alia any transactions in the nature of sale or transfer of any goods or services between Ibn18 Media and INews.com and Ibn18, during the period between the Appointed Date and the Effective Date.

For NETWORK18 MEDIA & INVESTMENTS Ltd.

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For Ibn18 Broadcast Limited

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For Television Eighteen Commodities.com Ltd.

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16.4 It is hereby clarified that pursuant to the provisions of Clause16.3, all transactions during the period between the Appointed Date and Effective Date relating to the undertaking would be duly reflected in the financial statements of ibn18, upon the coming into effect of this Scheme.

16.5 Post-Merger Accounting Treatment

Subsequent to above Clause of the Scheme becoming effective, in-order to right size the balance sheet and enable true recognition of assets and liabilities in the balance sheet of the Ibn18, it is considered desirable to value the assets and liabilities of ibn18 at their respective fair values as may be identified and deemed appropriate by the Board of Directors of ibn18. The difference between the book value and the fair value shall be adjusted against the Capital Reserve Account and/or the Securities Premium Account as deemed appropriate by the Board of Directors of ibn18.

16.6 The adjustment contemplated under Clause 16.1.4 in the reserve accounts of Ibn18 shall be made in following reserve accounts ie Capital Reserve Account, Securities Premium Account, General Reserve Account and Profit and Loss Account in such order and to such extent as may be deemed fit by the Board of Directors of Ibn18.

16.7 Notwithstanding anything contained in this Clause 16, the Board of Directors of Ibn18 is authorized to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the Accounting Standards prescribed under Section 211 (3C) of the Companies Act, 1956.

17. MERGER OF AUTHORIZED SHARE CAPITAL OF TRANSFEROR COMPANIES WITH Ibn18

17.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the authorized share capital of ibn18 Media and INews.com shall stand transferred to and be added with the authorized share capital of ibn18, without any liability for payment of any additional fees (including registrar of companies fees) or stamp duty.

17.2 It is hereby clarified that the consent of the shareholders of Ibn18 Media and INews.com and Ibn18 to the Scheme shall be sufficient for purposes of effecting this amendment in the Memorandum of Association of Ibn18 and that no further resolution under Sections 16, and 94 or any other applicable provisions of the Act, would be required to be separately passed, nor any additional registration fee, stamp duty, etc, be payable by Ibn18.

18. DISSOLUTION OF TRANSFEROR COMPANIES IN MERGER 1 AND MERGER 2

Demerged TV18; Network18 India, INews.com, Ibn18 Media, TECC, Care and RVT Investments shall be dissolved without the process of winding up, upon the coming into effect of this Scheme, in accordance with the provisions of the Scheme, the Act and the rules made thereunder.

19. GENERAL

19.1 Upon the coming into effect of this Scheme, Network18 shall be entitled to use all packaging, labels, point of sale material, sign board, samples, closures, video clips, other publicity material, etc, lying unused and which Demerged TV18, TECC and Care to use under any statutes/ regulations, till such time as all of such packaging, labels, closures, etc are exhausted. Similarly Ibn18 shall be entitled to use all packaging, labels, point of sale material, sign board, samples, closures, video clips, other publicity material, etc, lying unused and which INews.com, Ibn18 Media are entitled to use under any statutes/ regulations, till such time as all of such packaging, labels, closures, etc are exhausted.

19.2 Upon the issue of Network18 New Shares on merger in terms of Clause 11, the provisions of Section 81 (1A) of the Act shall be deemed to have been complied with and such issue shall be an integral part of this Scheme.

19.3 Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 293(1) (d) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of Merging Companies which are being transferred to Network18; and INews.com, Ibn18 Media which are being transferred to Ibn18 pursuant to the Scheme, such limits being incremental to the existing limits of ibn18 and Network18, with effect from the Appointed Date.

For Television Eighteen India Ltd.
Authorised Signatory

For ibn18 Broadcast Limited
Pradeep Tahiliani
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For INews.com Limited
Authorised Signatory

For WEB 18 SOFTWARE SERVICES LTD.
(AUTH/SIGNATORY)

For NETWORK18 INDIA HOLDINGS PVT. LTD.

PART VIII –TERMS AND CONDITIONS FOR RESTRUCTURING

20. SEQUENCE OF EFFECTIVENESS OF PART III, PART IV, PART VI AND PART VII

Upon the Sanction of the Scheme and upon the scheme becoming effective, with effect from the Appointed Date the following shall be deemed to have occurred and become effective and operative only in the sequence and the order mentioned hereunder:

(i) Demerger of 'News Business Undertaking' from TV18 into ibn18
(ii) Merger of INews.com and ibn18 Media into ibn18
(iii) Merger of Demerged TV18 into Network18
(iv) Demerger of 'Web Undertaking' from Web18 into Network18
(v) Merger of TECC, Cara, RVT Investments and Network18 India into Network18

21. CONTRACTS AND DEEDS

21.1 Upon the coming into effect of this Scheme and subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, engagements, arrangements and other instruments of whatsoever nature in relation to the Merged Undertakings and Demerged Undertakings to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect by or against or in favour, as the case may be, 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.

21.2 Without prejudice to other provisions of the Scheme and notwithstanding that vesting of the Merged Undertakings/ Demerged Undertakings with the Transferee Company occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or if it is otherwise considered necessary or expedient, execute deeds, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company was a party or any writings as may be necessary to be executed merely in order to give formal effect to the above provisions. The Transferor will, if necessary, also be a party to the above to the extent permissible. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

22. LEGAL PROCEEDINGS

22.1 Upon the coming into effect of this Scheme, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company under any statute, whether pending on the Appointed Date, or which may be instituted any time in the future (relating to any period prior to the appointed date) and in each case relating to the relevant Merged Undertakings/ Demerged Undertakings shall be continued and enforced by or against the Transferee Company after the Effective Date and shall not abate or be discontinued nor be in any way prejudicially affected by reason of the demerger of the relevant Merged Undertakings/ Demerged Undertakings or anything contained in the Scheme. In the event of any difference or difficulty in determining whether any specific legal or other proceeding relates to a given Merged Undertakings/ Demerged Undertakings or not, the decision of the Board of Directors of the Transferor Company in this regard shall be conclusive evidence of the relationship with the relevant Merged Undertakings/ Demerged Undertakings.

22.2 The Transferee Company undertakes to have all legal proceedings initiated by or against the Transferor Company referred to in Clause 22.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company. The respective companies shall make relevant applications in that behalf to the extent permissible. All costs and consequences of such proceeding shall be borne by the Transferee Company.

22.3 In the event that the legal proceedings referred to herein require the Transferor Company to be jointly treated as party thereto, the Transferee Company shall prosecute or defend such proceedings in co-operation with the Transferor Company at its cost and consequence.

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22.4 Notwithstanding the above, in case the proceedings referred to in Clause 22.1 above cannot be transferred for any reason, or the transfer takes time, till such transfer the Transferor Company shall defend the same in accordance with the advice of the relevant Transferee Company and at the cost and consequences of the Transferee Company, and the relevant Transferee Company shall reimburse, indemnify and hold harmless the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.

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

23. CONDUCT OF BUSINESS/ EMPLOYEES

23.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company:

(a) shall be deemed to have been carrying on all business and activities relating to the Merged Undertakings/ Demerged Undertakings and stand possessed of all assets, rights, title, interest and authorities of the Merged Undertakings/ Demerged Undertakings for and on account of, and in trust for, the Transferee Company; and

(b) all profits accruing to the Transferor Company, or losses arising or incurred by them (including the effect of taxes, if any, thereon), relating to the Merged Undertakings/ Demerged Undertakings shall for all purposes, be treated as the profits, taxes or losses, as the case may be, of the Transferee Company.

23.2 The Transferor Company undertakes that it will from the date of approval of the Scheme by its Board of Directors and also from approval of the Board of Directors of the Transferee Company, or the Appointed Date, whichever is earlier, and up to and including the Effective Date preserve and carry on the Merged Undertakings/ Demerged Undertakings with diligence and prudence and agree that it will not, in any material respect, without the prior written consent of the relevant Transferee Company, alienate, charge or otherwise deal with or dispose off the Merged Undertakings/ Demerged Undertakings or any part thereof except in the ordinary course of business or undertake, substantial expansion of the Merged Undertakings/ Demerged Undertakings, other than expansions which have already been commenced.

23.3 The Transferee Company undertakes to engage, such employees as are determined under Clause 1 of this Scheme, as being substantially engaged in the relevant Merged Undertakings/ Demerged Undertakings and who are in the employment of the Transferor Company immediately preceding the Effective Date, on terms and conditions not less favourable than those on which they are engaged by the Transferor Company, without any interruption of service as a result of the transfer of Merged Undertakings/ Demerged Undertakings to the Transferee Company. The Transferee Company agree that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such employees with the Transferor Company shall also be taken into account, and agree and undertake to pay the same as and when payable in accordance with prevailing law.

23.4 Upon the Scheme coming into effect, the accounts of the employees, who are employed by the Transferor Company and who fall under Clause 23.3 above, relating to the Provident Fund, Gratuity Fund and Pension and/or Superannuation Fund and any other Fund, shall be identified, determined and transferred to the respective funds of the Transferee Company and the employees shall be deemed to have become members of such trusts/ respective funds set up by the Transferee Company or set up under any statutory provisions/ schemes framed by Life Insurance Corporation or any other qualified insurer. The Transferor Company and the Transferee Companies shall co-operate and take all such steps as may be necessary to give effect to the provisions of this Clause, with the end and intent that the interests of employees are protected. The Transferor Company agrees to stand in and support the Transferee Company, during the period that the Funds or employee benefit arrangements of Transferee Company are set up, subject to applicable law.

23.5 Notwithstanding anything else contained in this Scheme, during the pendency of the Scheme, Network18, ibn18 and TV18 are expressly authorized to raise capital for the purpose of funding growth or any other purpose, in any manner as considered suitable by their Board of Directors, whether by means of rights issue, preferential issue, public issue or any other manner whatsoever. Further, such funds may be raised by means of any instrument considered suitable by their respective Board of Directors, including equity/ equity linked instruments, convertible/ non convertible bonds, debentures,

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debt, ADRs/ GDRs etc. Provided that any such capital raising exercise shall be approved in writing by the Board of Directors of all three companies (Network18, ibn18 and TV18) to preserve the interests of their respective shareholders.

23.6 In respect of the stock entitlements granted by the Transferor Company, if any, under any of the employees stock options scheme or other employee compensation plans to eligible participants which have not been exercised and are outstanding on the Effective Date, the said eligible participants shall, in lieu of the stock entitlements held by them in Transferor Company ("Transferor Company Stock Options"), receive corresponding stock entitlements in the Transferee Company determined in accordance with the share exchange ratio (as defined in Clause 8.1 and Clause 11.1 hereinbefore) or as may be determined by the Compensation Committee of Ibn18/ Network18 with the objective of preserving the interest of the employees. It is hereby clarified that the period of vesting shall for the stock options received in Ibn18/ Network18 shall be counted from the date of grant of stock options in the Transferor Company.

24. TAXES

Each of the Transferor Company and the Transferee Company is expressly permitted to file/ revise their respective income tax, service tax, sales tax/ value added tax, excise, customs and other statutory returns and filings, consequent to the scheme becoming effective notwithstanding that the period of filing/ revising such returns may have lapsed. Further, each of the Transferor Company and the Transferee Company are expressly permitted to amend their TDS certificates and shall have the right to claim refund, advance tax credits, withholding tax credits, set offs, benefit of compliances and adjustments relating to their respective incomes/ transactions from the Appointed Date. It is specifically declared that the taxes/ duties paid by the Transferor Company or withheld on its behalf in relation to the Merged Undertakings/ Demerged Undertakings shall be deemed to be taxes/ duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit of such taxes deducted/ paid against its tax/ duty liability notwithstanding that the certificates/ challans or other documents for payment of such taxes/ duties are in the name of Transferor Company.

25. SAVING OF CONCLUDED TRANSACTIONS

Transfer and vesting of the assets, liabilities, rights and obligations of the Merged Undertakings/ Demerged Undertakings and continuance of the proceedings by or against the Transferee Company shall not in any manner affect any transaction or proceedings already completed by the Transferor Company on or before the Appointed Date to the end and intent that the Transferee Company accept all such acts, deeds and things done and executed by and/ or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

26. APPLICATIONS TO HIGH COURT/ OTHER AUTHORITY

26.1 The Transferor Company and Transferee Company shall, with all reasonable dispatch, make applications to the relevant Hon'ble High Court seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the members and/ or creditors as may be directed by the said Hon'ble High Court.

26.2 On the Scheme being agreed to by the requisite majorities of the classes of the members and/ or creditors of the Transferor Company and Transferee Company as directed by the Hon'ble High Court, the Transferor Company and Transferee Company shall, with all reasonable dispatch, apply to the relevant Hon'ble High Court, for sanctioning the Scheme under Sections 391 and 394 of the Act, and for such other order or orders, as the said Hon'ble High Court or such other authority having jurisdiction under law may deem fit for carrying this Scheme into effect.

26.3 For the purpose of issue of equity shares pursuant to the Scheme, the Transferee Company may obtain such approvals and clearances as may be required under applicable law. Where necessary, with respect to a shareholder or class of shareholders, as may be appropriate, without prejudice to Clause 3 of this Scheme, the Transferee Company shall be entitled to make such other arrangements as may be required for the issue and allotment of shares, including the setting up of a trust to hold and/ or to dispose off the shares with the understanding that the interests of shareholders shall be protected at all times subject to applicable law and taxes.

For ibn18 Broadcast Limited
Pradeep Tahiliani
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27. MODIFICATION OR CLARIFICATION

27.1 The Transferor Company (by their Directors or their committee thereof) and the Transferee Company (by their Directors or their committee thereof) may assent to any modification(s) or amendment(s) in this Scheme which the Court and/ or any other authority or any other body may deem fit to direct or impose or which may otherwise be considered necessary or desirable for implementing and/ or carrying out the Scheme or which may be considered necessary due to any change in law or other reason and the Transferor Company (by their Directors or their committee thereof) and the Transferee Company (by their Directors or their committee thereof) be and are hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the Court or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/ or any matters concerning or connected therewith.

27.2 For the purpose of issue and allotment of shares pursuant to the Scheme, Ibn18 and Network18 shall, if and to the extent required, apply for and obtain the necessary approvals from the appropriate regulatory authority, for the issue and allotment of equity shares of Ibn18 and Network18 to the shareholders of TV18.

27.3 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the respective Boards of Directors of the Transferor Company and Transferee Company, affect the adoption or validity or interpretation of the other parts and/ or provisions of this Scheme. It is hereby clarified that the Board of Directors of the Transferor Company and Transferee Company may in their absolute discretion, adopt any part of this Scheme or declare the entire Scheme to be null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own cost or bear costs as may be mutually agreed.

27.4 All steps for reorganizing share capital of the companies under this Scheme, shall be undertaken as an integral part of this Scheme in accordance with the provisions of Sections 391-394 and other applicable provisions of the Act including Sections 78, 94, 100, 102, 103 of the Act, and no other steps or procedures would need to be undertaken by the concerned companies to give effect to the same. Consequential changes shall also apply with respect to the existing issued, subscribed and paid up capital of the Transferor Company and the Transferee Company.

27.5 Pursuant to the provisions of this Scheme and Section 78, 100 and all other applicable provisions of the Act, the reduction in Capital Reserve Account and/or Securities Premium Account arising out of adjustments pursuant to Clause 9.1(b), in respect of TV18 and Clause 9.3 (b) in respect of Web18, Clause 9.4, Clause 12.7 and Clause 12.11 in respect of Network18 and Clause 9.2 and Clause 16.5 and Clause 18.6 in respect of ibn18 as the case may be, shall be effected as an integral part of this Scheme only, as the same does not involve either diminution of liability in respect of unpaid capital or payment to any shareholder of any amount paid in respect of shares issued and the order of the Courts sanctioning this Scheme shall be deemed to be an order under Section102 of the Act confirming the reduction.

The necessary approvals/consents to be obtained by Web18, TV18, Network18 and Ibn18 from its shareholders and creditors, as required, for the Scheme shall always be deemed to include the approval/consents required to be obtained under Section 100 and Web18, TV18, Network18 and ibn18 shall not be, nor shall be obliged to call a separate meeting of its shareholders and creditors for obtaining their approval sanctioning the reduction of Securities Premium, as the case may be, as contemplated herein.

Notwithstanding the reduction in capital of Network18 and Ibn18 or any other company being a party to the Scheme as aforesaid, in view of the financial position of Network18 and ibn18, or any other company it shall not be required to add "and reduced" as suffix to its name.

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For WEB 18 SOFTWARE SERVICES LTD.
(AUTH. SIGNATORY)

For Television Eighteen Commodities.com Ltd.
Authorised Signatory

NETWORK18 INDIA HOLDINGS PVT. LTD.

28. CONDITIONALITY OF SCHEME

The Scheme is conditional upon and subject to:

(a) the Scheme being agreed to (either at the meetings or by consent letters) by the respective requisite majorities of the various classes of members and creditors (where applicable), of the Transferor Company and Transferee Company as required under the Act and the requisite sanction and orders of the Hon'ble High Court being obtained; and

(b) the certified copies of the above orders of the Hon'ble High Court being filed with the Jurisdictional Registrar of Companies by Transferor Company and Transferee Company.

29. CHANGE OF NAME OF COMPANY

Upon coming into effect of this Scheme, the name of ibn18 Broadcast Limited shall stand changed to "TV18 Limited" or such other similar name as may be made available by appropriate authority, without any further act or deed. Accordingly, all approvals as required under Section 13, 16, 21 and 31 of the Act and such other applicable provisions of the Act read with relevant rules and regulations made thereunder from the Board of Directors, Shareholders or any regulatory authority shall be deemed to have been obtained by ibn18 Broadcast Limited.

30. COSTS, CHARGES AND EXPENSES

All costs and expenses arising out of or incurred in carrying out and implementing this Scheme shall be equally split and paid by Ibn18 & Network18. Notwithstanding the aforesaid, stamp duty costs and transfer charges (if any) shall be borne by Network18 (for Merger 1 and Demerger 2) and Ibn18 (for Merger 2 and Demerger 1). All the aforesaid expenses shall be referred to as "Expenses of Scheme".

31. EFFECT OF NON-APPROVALS

In the event no part of this Scheme takes effect finally by December 31, 2011 or by such later date as may be agreed upon by the respective Boards of Directors of the Transferor Company and Transferee Company, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each company shall bear its own cost or as may be mutually agreed.

For NETWORK18 MEDIA & INVESTMENTS LTD.

Authorised Signatory

For IBN18 Media & Investments Limited

Director / Authorised Signatory

For Television Eighteen India Ltd.

Authorised Signatory

For Television Eighteen Commoditiescontrol.com Ltd

Authorised Signatory

For Ibn18 Broadcast Limited

Authorised Signatory

For Television Eighteen Commoditiescontrol.com Ltd

Authorised Signatory

For NETWORK18 INDIA HOLDINGS PVT. LTD.

Auth. Signatory

For RVT Investments Private Limited

Authorised Signatory

Certified to be True Copy

Examiner Judicial Department
High Court of Delhi at
Authorised Under Section 76
Indian Evidence Act

SCHEDULE OF ASSETS OF THE "NEWS BUSINESS UNDERTAKING" OF TELEVISION EIGHTEEN INDIA LIMITED (TRANSFEROR COMPANY NO 1) TO BE TRANSFERRED TO AND VESTED IN IBN18 BROADCAST LIMITED (TRANFEREE COMPANY NO 1) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA AND SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 1 to be transferred to the Transferee Company No 1

NIl

PART II

Short description of the Leasehold property of the Transferor Company No 1 to be transferred to the Transferee Company No 1

NIl

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 1 to be transferred to the Transferee Company No 1

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 1 to be transferred to the Transferee Company No 1 under the Scheme of Arrangement is as under:

True Copy

44

Particulars	Number of shares/debenture/ units
Equity shares	
INews.com Limited	5,949,000
KSL and Industries Limited	592,885
Refex Refrigerants Limited	275,000
Provouge (India) Limited	500,000
Delhi Stock Exchange Association Limited	808,500
Skorydove Systems Private Limited	3,192
Ensemble Infrastructure India Limited	83,763
Cash and cash equivalents (in Rs)	1,034,869,153

For Television Eighteen India Limited

Authorised Signatory

Certified to be True Copy

By ... Advocate
High Court of Delhi at ...
Issued Under Section 76
Indian Evidence Act

SCHEDULE OF ASSETS OF TELEVISION18 INDIA LIMITED (TRANSFEROR COMPANY NO 1) TO BE TRANSFERRED TO AND VESTED IN NETWORK18 MEDIA AND INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA & SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 1 to be transferred to the Transferee Company No. 2

1) Freehold Land

Situation of Property	Area
Plot No. 5, Survey No. 724 of Mouje Irana of Kadi Taluka, District Mehsana, Gujrat	1708.35 sq. yds together with 1/18 undivided impartible joint ownership of approach road land

[The aforesaid freehold land existed in books of Transferor Company No. 1 on the Appointed Date. However the same is not held by the Transferor Company No 1 on the date of filing of this Schedule of Assets]

PART II

Short description of the Leasehold property of the Transferor Company No 1 to be transferred to the Transferee Company No. 2

1) Building

Situation of Property	Area
Building situated at Flat no. 101, 101 A, 'A' Wing, "Mon Repos", 45 B.J.Road, Bandra, Mumbai 400050, Maharashtra	78 sq meters

[The aforesaid building existed in books of Transferor Company No. 1 on the Appointed Date. However the same is not held by the Transferor Company No 1 on the date of filing of this Schedule of Assets]

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 1 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company to be transferred to the Transferee Company under the Scheme of Arrangement is as under:

...be True Copy ...Chartered ...

Particulars	Number of shares/debenture/ units
Equity shares	
Infomedia 18 Limited	23,913,061
Television Eighteen Mauritius Limited	12,295,000
Nowswire18 Limited	2,678,894
RVT Investments Private Limited	10,000
Television Eighteen Media and Investment Limited	100,001
PREFERENCE SHARES	
Television Eighteen Media and Investment Limited	49,118,691
RVT Investments Private Limited	613,500
DEBENTURES	
RVT Investments Private Limited	1,530,800
UNITS	
Media Venture Capital Trust - II	27,212
MUTUAL FUNDS	
Birla Sun Life Mutual Fund	7,166,121
Deutche Mutual Fund	3,386,717
DSP BlackRock Liquidity Fund	129,336
Fidelity Mutual Fund	16,127,556
HDFC Mutual Fund	2,090,881
IDFC Mutual Fund	9,625,239
JM Financial Mutual Fund	8,814,641
Kotak Mutual Fund	14,126,337
Religare Mutual Fund	11,966,479
Reliance Mutual Fund	7,961,609
SBI Mutual Fund	10,388,243
Tata Mutual Fund	65,935
Taurus Mutual Fund	126,551
UTI Mutual Fund	265,048
Cash and cash equivalents (in Rs)	1,219,500,000

For TELEVISION EIGHTEEN INDIA LIMITED

Authorised Signatory

SCHEDULE - II

(97)

SCHEDULE OF ASSETS OF WEB UNDERTAKING OF WEB18 SOFTWARE SERVICES LIMITED (TRANSFEROR COMPANY NO 2) TO BE TRANSFERRED TO AND VESTED IN NETWORK 18 MEDIA AND INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA AND SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 2 to be transferred to the Transferee Company No 2

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 2 to be transferred to the Transferee Company No 2

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 2 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 2 to be transferred to the Transferee Company No 2 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Mutual Fund Units	
Deutsche DWS Insta Cash Fund	505,884
HDFC Liquid Fund	3,313,142
Religare Liquid Fund	1,135,473
Templeton Treasury Management Account	11,811

Cash and cash equivalents (in Rs) Rs. Nil

For Web18 Software Services Limited

Authorised Signatory

Trade Copy

SCHEDULE OF ASSETS OF IBN18 MEDIA & SOFTWARE LIMITED (TRANSFEROR COMPANY NO 3) TO BE TRANSFERRED TO AND VESTED IN IBN18 BROADCAST LIMITED (TRANFEREE COMPANY NO 1) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA & SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 3 to be transferred to the Transferee Company No. 1

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 3 to be transferred to the Transferee Company No. 1

NIL

PART III

Short description of all the stocks, shares, debentures and other chargos in action of the Transferor Company No 3 to be transferred to the Transferee Company No 1

Description of all stocks, shares, debentures and other chargos in action of the Transferor Company No 3 to be transferred to the Transferee Company No 1 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Equity shares/ Preference Shares/ Debentures/ MF units	Nil

Cash and cash equivalents (in Rs) as at 01-04-2010 Rs.115,842.00

For IBN18 Media & Software Limited

Director

Certified to be True Copy
Commissioner Judicial Department
High Court of Delhi
Act Ordinance Road

49

SCHEDULE OF ASSETS OF INEWS.COM LIMITED (TRANSFEROR COMPANY NO 4) TO BE TRANSFERRED TO AND VESTED IN IBN18 BROADCAST LIMITED (TRANFEREE COMPANY NO 1) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA & SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 4 to be transferred to the Transferee Company No 1

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 4 to be transferred to the Transferee Company No 1

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 4 to be transferred to the Transferee Company No 1

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 4 to be transferred to the Transferee Company No 1 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Equity shares/ Preference Shares/ Debentures/ MF units	NIL

Cash and cash equivalents (in Rs) 678/-

For iNews.Com Ltd

Authorised Signatory

Certified to be True Copy

SCHEDULE OF ASSETS OF TELEVISION EIGHTEEN COMMODITIES CONTROL.COM LIMITED (TRANSFEROR COMPANY NO 5) TO BE TRANSFERRED TO AND VESTED IN NETWORK 18 MEDIA AND INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA AND SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 5 to be transferred to the Transferee Company No 2

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 5 to be transferred to the Transferee Company No 2

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 5 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 5 to be transferred to the Transferee Company No 2 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Equity shares/ Preference Shares/ Debentures/ MF units	Nil
Cash and cash equivalents (in Rs)	Rs.4,929,042

For Television Eighteen Commoditiescontrol.Com Limited

Authorised Signatory

True copy

SCHEDULE OF ASSETS OF RVT INVESTMENTS PRIVATE LIMITED (TRANSFEROR COMPANY NO 6) TO BE TRANSFERRED TO AND VESTED IN NETWORK18 MEDIA & INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA & SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 6 to be transferred to the Transferee Company No 2

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 6 to be transferred to the Transferee Company No 2

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 6 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 6 to be transferred to the Transferee Company No 2 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Equity shares of ibn18 Broadcast Limited of Rs. 2/- each	38,454,495
Cash and cash equivalents (in Rs)	3,168

For RVT INVESTMENTS PRIVATE LIMITED

Authorised Signatory

True Copy

SCHEDULE OF ASSETS OF CARE WEBSITES PRIVATE LIMITED (TRANSFEROR COMPANY NO 8) TO BE TRANSFERRED TO AND VESTED IN NETWORK 18 MEDIA AND INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA AND SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 8 to be transferred to the Transferee Company No 2

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 8 to be transferred to the Transferee Company No 2

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 8 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 8 to be transferred to the Transferee Company No 2 under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Equity shares/ Preference Shares/ Debentures/ MF units	Nil

Cash and cash equivalents (in Rs) Rs.1,348,599

For Care Websites Private Limited

Care Websites Pvt.Ltd.

Authorised Signatory

Authorised Signatory

TRUE COPY
Department of Outlay of Section 46 Act

(55)

SCHEDULE OF ASSETS OF NETWORK18 INDIA HOLDINGS PRIVATE LIMITED (TRANSFEROR COMPANY NO 7) TO BE TRANSFERRED TO AND VESTED IN NETWORK18 MEDIA AND INVESTMENTS LIMITED (TRANFEREE COMPANY NO 2) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, WEB18 SOFTWARE SERVICES LIMITED, IBN18 MEDIA & SOFTWARE LIMITED, INEWS.COM LIMITED, TELEVISION EIGHTEEN COMMODITIESCONTROL.COM LIMITED, RVT INVESTMENTS PRIVATE LIMITED, NETWORK18 INDIA HOLDINGS PRIVATE LIMITED, CARE WEBSITES PRIVATE LIMITED, IBN18 BROADCAST LIMITED AND NETWORK18 MEDIA & INVESTMENTS LIMITED

PART I

Shortdescription of the freehold property of the Transferor Company No 7 to be transferred to the Transferee Company No 2

NIL

PART II

Short description of the Leasehold property of the Transferor Company No 7 to be transferred to the Transferee Company No 2

NIL

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 7 to be transferred to the Transferee Company No 2

Description of all stocks, shares, debentures and other charges in action of the Transferor Company to be transferred to the Transferee Company under the Scheme of Arrangement is as under:

Particulars	Number of shares/debenture/ units
Equity shares	
Television Eighteen Mauritius Limited	5,100,000
ibn18 Broadcast Limited	5,500,000
MUTUAL FUNDS	
L & T Mutual Fund	4,334,824
Cash and cash equivalents (in Rs)	371,536,020

Dated this the 26th April, 2011
By order of the Court

—Sd/—
Joint Registrar (Co.)
for Registrar General

03/6/11

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High Court of Delhi
Authorised Under Section 76
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B

IN THE HIGH COURT OF DELHI AT NEW DELHI

ORIGINAL JURISDICTION

COMPANY PETITION NO \\\ OF 2006

CONNECTED WITH

COMPANY APPLICATION (M) NO. 61/2006

For Private Use
Examiner Judicial Deptt.
High Court of Delhi

IN THE MATTER OF:

THE COMPANIES ACT, 1956

AND

IN THE MATTER OF:

SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956

READ WITH RULES 67 TO 87 OF THE

COMPANIES (COURT) RULES, 1959

AND

IN THE MATTER OF:

THE SCHEME OF ARRANGEMENT BETWEEN

TELEVISION EIGHTEEN INDIA LIMITED,

NETWORK 18 FINCAP PRIVATE LIMITED (FORMERLY KNOWN AS

SGA FINANCE AND MANAGEMENT SERVICES PRIVATE LIMITED)

AND SGA NEWS LIMITED

MEMO OF PARTIES

IN THE MATTER OF:

TELEVISION EIGHTEEN INDIA LIMITED — **TRANSFEROR COMPANY NO 1**

A COMPANY INCORPORATED UNDER

THE COMPANIES ACT, 1956, HAVING

ITS REGISTERED OFFICE AT

B-2, KAILASH APARTMENTS, LALA LAJPAT RAI MARG,

NEW DELHI - 110048

AND

ATTESTED
Examiner Judicial Deptt.
High Court of Delhi

C

IN THE MATTER OF:

NETWORK 18 FINCAP PRIVATE LIMITED

A COMPANY INCORPORATED UNDER

THE COMPANIES ACT, 1956, HAVING

ITS REGISTERED OFFICE AT B-2, KAILASH APARTMENTS,

LALA LAJPAT RAI MARG,

NEW DELHI – 110048

PETITIONER/ TRANSFEREE COMPANY

AND

IN THE MATTER OF

SGA NEWS LIMITED

A COMPANY INCORPORATED UNDER

THE COMPANIES ACT, 1956,

HAVING ITS REGISTERED OFFICE AT

B-2, KAILASH APARTMENTS, LALA LAJPAT RAI MARG,

NEW DELHI - 110048

TRANSFEROR COMPANY NO 2

IN THE MATTER OF:-

NETWORK 18 FINCAP PRIVATE LIMITED

(Formerly known as SGA Finance & Management Services Pvt. Ltd.)

PETITIONER/ TRANSFEREE COMPANY

FILED BY:

NIDHESH GUPTA

ADVOCATE FOR THE PETITIONER COMPANY

D4/1 Vasant Vihar NEW DELHI - 110057.

Delhi

24/5/2018

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EXAMINED

	Date	Orders

% 20.07.2006

Present: Mr. Nidhesh Gupta for the petitioner.
Mr. R.D. Kashyap, Dy. ROC for RD.

\+ **CP Nos. 142-144/2006**

*

1. These petitions under Sections 391(2) to 394 of the Companies Act, 1956 (hereinafter referred to as the Act) have been filed by M/s Television Eighteen India Limited (hereinafter referred to as the transferor company No.1), M/s SGA News Limited (hereinafter referred to as the transferor company No. 2) and M/s Network 18 Fincap Private Limited (hereinafter referred to as the transferee company) seeking sanction from this Court to the proposed scheme of arrangement.

2. The registered office of the transferor companies and the transferee company are located in Delhi, within the jurisdiction of this Court.

3. It is stated that no proceedings under Section 235-251 of the Act are pending against the transferor companies and the transferee company.

ATTESTED

Examiner Judicial Dept.
High Court of Delhi

Date	Orders
	4. The transferor companies and the transferee company had earlier filed CA(M) Nos. 59/2006, 60/2006 and 61/2006. The aforesaid applications were disposed of vide order dated 3rd April, 2006. Pursuant to the order dated 3rd April, 2006, meetings as directed were held. The Chairpersons appointed for the aforesaid meetings have filed their reports, which have been enclosed with the present petition. As per the report of the Chairpersons, the proposed scheme of arrangement was unanimously approved in the meeting. This Court however, dispensed with the requirement to convene and hold meetings of the shareholders of the transferor company No. 2 and the transferee company and they were given permission to file a petition seeking sanction to the proposed scheme of arrangement without convening and holding the said meetings. 5. After filing of the present petition notice was issued to the the Regional Director (Northern Region). Citations were

CHKHAND PRINTERS 01/05

ATTESTED

Date	Orders
	also directed to be published in the newspapers 'The Statesman' (English) and 'Jansatta' (Hindi). Affidavit has been filed on behalf of the transferor companies and the transferee company stating that citations have been published in the aforesaid newspapers. 6. The Regional Director (Northern Region) in his representation/affidavit has raised three objections. In the representation/affidavit it has been stated that the transferee company should be directed to increase its authorised share capital after following the procedure prescribed under the Act and pay requisite fee to the Registrar of Companies and stamp duty to the State Government. 7. Learned counsel for the petitioner company states that the transferee company will follow the procedure prescribed in law for enhancement of the authorised share capital of the transferee company and shall also pay requisite fee to the Registrar of Companies and stamp duty

CHKHAND PRINTERS 01/05

ATTESTED
Examiner Judicial Deptt.
High Court, Delhi

Date	Orders
	to the State Government. 8. The second objection raised by the Regional Director is that the transferor company No. 1 is required to comply with certain conditions stipulated by the Bombay Stock Exchange in the letter dated 5th April, 2006. Learned counsel states that the aforesaid company will comply with all the conditions mentioned in letter dated 5th April, 2006. 9. The last objection raised by the Regional Director is that the Registrar of Companies in his report dated 3rd July, 2006 has stated that three complaints have been received against the transferor company No. 1 regarding failure/non-payment of the share application money. Learned counsel for the transferor Company No. 1 states that the said company shall get hold of the relevant details from the Registrar of Companies and gives an undertaking that the transferor company No. 1 shall make payments to the said three complainants, if the payments have not already been made and credited to their accounts.

ATTESTED

Date	Orders
	10. An undertaking in the above terms be filed by the transferee company and the transferor company No. 1 within a period of four days from today. 11. In view of the statement made by the learned counsel for the petitioner companies and subject to filing of the undertakings, I allow the present petitions. The transferor company No. 1 will also file an affidavit after six weeks stating whether the said company has addressed and satisfied the three complainants regarding non-refund of share application money. In case the affidavit is not filed, the matter will be listed in this Court. 12. In the aforesaid circumstances and having regard to the averments made in the petitions and the material placed on record, I am satisfied that the prayer made in the petitions deserve to be allowed. I do not find any legal impediment to the grant of sanction to the scheme of arrangement. Sanction is hereby granted to the proposed scheme of arrangement under Section 391(2) read with

ATTESTED
Member
High Court
Delhi

Date	Orders
	Section 394 of the Act. 13. The transferor companies and the transferee company will comply with the statutory and other legal requirements. 14. The petitions stand disposed of. DASTI. -Sd- SANJIV KHANNA, J July 20, 2006 VKR

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Section Officer (Judicial Department)
Delhi High Court, Delhi.
Authorised Under Section 76

KHAND PRINTERS 01/05

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF ARRANGEMENT
OF
COMPANY PETITION NO.142/2006
CONNECTED WITH
COMPANY APPLICATION (M) NO. 59/2006
IN THE MATTER OF M/s.Television Eighteen India Ltd.
having its Regd. Office at
B-2, Kailash Apartments, Lala Lajpat Rai Marg
New Delhi – 110048.
Petitioner/Transferor Company No.1

COMPANY PETITION NO.143/2006
CONNECTED WITH
COMPANY APPLICATION (M) NO. 60/2006
IN THE MATTER OF M/s.SGA News Ltd.
having its Regd. Office at
B-2, Kailash Apartments, Lala Lajpat Rai Marg
New Delhi – 110048.
WITH Petitioner/Transferor Company No.2

COMPANY PETITION NO.144/2006
CONNECTED WITH
COMPANY APPLICATION (M) NO. 61/2006
IN THE MATTER OF M/s.Network 18 Fincap Pvt. Ltd.
formerly known as SGA Finance and Management Services Pvt. Ltd.
having its Regd. Office at
B-2, Kailash Apartments, Lala Lajpat Rai Marg
New Delhi – 110048. Petitioner/Transferee Company

BEFORE HON'BLE MR. JUSTICE SANJIV KHANNA
DATED THIS 20TH DAY OF JULY, 2006

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition coming up for hearing on 20/7/06 for sanction of scheme of arrangement proposed to be made between M/s.Television Eighteen India Ltd., M/s.SGA News Ltd. (hereinafter referred to as the Transferor Companies) with M/s. M/s.Network 18 Fincap Pvt. Ltd. (formerly known as SGA Finance and Management Services Pvt. Ltd.)(hereinafter referred to as the Transferee Company), upon reading the said petition, the order dt. 3/4/2006 whereby the requirement of convening and holding the meeting of the equity shareholders,preference shareholders of Transferor company No. 2 and the Transferee Companies was dispensed with and the meeting of equity shareholders, secured and unsecured

ATTESTED
Examiner Judicial Dept.
High Court of Delhi

creditors of the transferor company no. 1 and the meeting secured and unsecured creditors of the transferor company no. 2 and transferee companies was ordered to convene for the purpose of considering, and if thought fit, approving, with or without modification, the Scheme of arrangement ; annexed to the affidavits of Sh. Anil Srivastava, Company Secretary of the petitioner transferor company no. 1 and Sh. Sanjay Roy Chaudhary, Director/authorised Signatory of transferor company no. 2 and the affidavit of Ms. Ritu Kapoor, Director/Authorised Signatory of the Transferee companies filed on 30th day of March, 2006 and the publication in the newspapers namely (1) Indian Express (English) (2) Jansatta (Hindi) both dt. 27/4/2006 each containing the advertisement of the said notice convening the said meetings directed to be held by the said order dated 3/4/2006 the affidavits of Sh. Anil Srivastava, filed on 11/5/2006, showing the publication and despatch of the notices convening the said meetings, the reports of the Chairperson of the said meetings as to the result of the said meetings and upon hearing Sh. Nidhesh Gupta, Advocate for the petitioner and Mr. R.D. Kashyap, Dy. Registrar of Companies in person on behalf of Regional Director and it appearing from the reports that the proposed scheme of arrangement has been approved unanimously without any modification by the said equity shareholders/secured creditors of the transferor company no. 1 and the meeting of secured and unsecured creditors of transferor company no. 2 and transferee companies present and voting either in person or by proxy and upon reading the affidavit dated 17/7/2006 of Sh. Rakesh Chandra, Regional Director, Northern Region, Ministry of Company Affairs, Noida on behalf of Central Government whereby he raised three objections in the representation/affidavit it has been stated (i) that the transferee company should be directed to increase its authorised share capital after following the procedure prescribed under the Act and pay requisited fee to the Registrar of Companies and stamp duty to the State Government. (ii) that the transferor company No. 1 is required to comply with certain conditions stipulated by the Bombay Stock Exchange in the letter dt. 5th April, 2006 and (iii) that the Registrar of Companies in his report dated 3rd July, 2006 has stated that the three complaints have been received against the transferor company No. 1 regarding failure/non-payment of the share application money, the court directed that the transferor company No.1 will file an under taking that it will make payment to the said three complainants if the payment have not been made and since the undertaking by way of affidavits have been filed by the transferee company and transferor company No.1 as directed by the court vide order dated 20.7.2006 all the objections having being satisfied. In view of the statement made by the counsel for the petitioner

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companies and subject to filing of the undertakings, the Court allowed the present petitions, there being no investigation proceedings pending in relation to the petitioner Company under Section 235 to 251 of the Company Act, 1956.

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF ARRANGEMENT setforth in Schedule-I annexed hereto and DOTH HEREBY DECLARE the same to be binding on all the shareholders and creditors of the Transferor and Transferee Companies and all concerned and doth approve the said scheme of with effect from the appointed date i.e. 1/10/2005 in case of demerger "A" and 1/11/2005 in case of demerger "B".

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Companies specified in the First, Second and Third parts of the Schedule-II hereto and all other property, rights and powers of the Transferor Companies relating to demerger A and demerger B be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and

2. That all the liabilities and duties of the Transferor Companies relating to demerger A and demerger B be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Company Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and

3. That all the proceedings now pending by or against the Transferor Companies relating to demerger A and demerger B be continued by or against the Transferee Company; and

4. That the Transferee Company do without further application allot to such members of the Transferor Companies as have not given such notice of dissent as is required by Clause 11.1 and 11.2 given in the scheme of arrangement herein the shares in the Transferee Company to which they are entitled under the said ; and

5. That the Transferor Companies do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Company for registration; and

6. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

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SCHEDULE- I

SCHEME OF ARRANGEMENT

among
TELEVISION EIGHTEEN INDIA LIMITED
and
SGA FINANCE AND MANAGEMENT SERVICES PRIVATE LIMITED
and
SGA NEWS LIMITED
and
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956

PREAMBLE

A. GENERAL

a. Television Eighteen India Limited ("TV18") is a listed company presently engaged, inter alia, in the business of television content production and broadcasting and internet business. TV18 owns and operates the popular English business news channel 'CNBC TV-18'. Further, TV18 is also engaged in the business of undertaking and managing strategic/ financial investments in media and other companies with the objective of expanding its business and enhancing shareholder wealth.

b. SGA Finance & Management Services Private Limited ("Network 18") is a company primarily engaged in the business of making strategic/ financial investments in media and other businesses. Network 18 is currently owned by Mr. Raghav Bahl and Ms Ritu Kapur. Network 18 is in the process of filing an application seeking change of name to "Network 18 India Holdings Limited".

c. SGA News Limited ("SGA News") is a subsidiary of Network 18, and it currently owns and operates 'Awaaz', a leading 24-hour Hindi business news channel. SGA News owns, *inter alia*, a 23% portfolio investment stake in Global Broadcast News Private Limited, which owns and operates the English general news channel 'CNN-IBN'. Apart from its interests in Indian media business, it also carries on software operations and has interests in overseas media operations.

B. RATIONALE FOR SCHEME

a. The Scheme is designed to re-organize the existing group operating structure, with Network 18 acting as the holding company for group investments (in business news, general news, internet business, etc) and TV18 acting as the operating company running the business news activities. It is intended that the re-organized structure will provide investors with both the liquidity and flexibility required to re-align their investments in either business news or entire group business or combination thereof in desired proportions.

b. The Scheme is largely driven by the need to comply with the guidelines prescribed by Ministry of Information and Broadcasting ("MIB") for news channels uplinking from India.

c. It is expected that the steps of re-organization in this Scheme will unlock significant synergies in all the businesses, leading to benefits that will create value for stakeholders of TV18.

C. OVERVIEW OF SCHEME

a. With the aforesaid objectives, the Scheme is organized as follows:

Part I:	Definitions
Part II:	Demerger A (i.e. demerger of "Media Investment Undertaking" from TV18 to Network 18)
Part III:	Demerger B (i.e. demerger of "Indian News Business Undertaking" from SGA News to TV18)
Part IV:	General terms and conditions

b. The Board of Directors of the above companies are of the opinion that the Scheme would result in benefit to the shareholders, creditors, employees and other stakeholders of the group.

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High Court of Delhi

For Television Eighteen India Limited
Anil Srivastava
VP-Corporate Affairs & Company Secretary

for Network 18 Fincap Pvt. Ltd.
For SGA News Limited
Authorised Signatory
Authorised Signatory

PART I
DEFINITIONS

1. DEFINITIONS

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

(a) "Act" means the Companies Act, 1956 or any statutory modification or re-enactment thereof.

(b) "Appointed Date" means"
(i) the First day of October, 2005, in case of Demerger A, and
(ii) the First day of November, 2005, in case of Demerger B.

(c) "Demerger A" shall mean demerger of Demerged Undertaking A from TV18 to Network 18 in this Scheme pursuant to the provisions of sections 391-394 of the Act.

(d) "Demerger B" shall mean demerger of Demerged Undertaking B from SGA News to TV18 in this Scheme pursuant to the provisions of sections 391-394 of the Act.

(e) "Demerged Undertaking" shall mean Demerged Undertaking A (in relation to Demerger A) and Demerged Undertaking B (in relation to Demerger B).

(f) "Demerged Undertaking A" means the Media Investment Undertaking of TV18 comprising the business activity of undertaking and managing strategic/ financial investments in media companies along with all related assets, liabilities, employees including specifically the following:

- investments in group companies engaged in television news space, preference capital investment in Network 18 and other identified liquid assets;
- all assets wherever situated, whether movable or immovable, leasehold or freehold, tangible or intangible, including all plant & machinery, equipment, trademarks, trade names, brands and other IP rights, vehicles, furniture, fixtures, office equipment, computer installations, electrical appliances, accessories pertaining to the Demerged Undertaking A;
- all liabilities present and future and the specific contingent liabilities pertaining to or relatable to the Demerged Undertaking A, as are determined in accordance with the provisions of Section 2(19AA) of the Income tax Act, 1961;
- all rights and licenses, all assignments and grants thereof, all permits, registrations, quota rights, rights (including rights under any agreement, contracts, applications, letters of intent, or any other contracts), approvals, regulatory approvals, entitlements, goodwill, cash balances, bank balances, bank accounts, privileges, all other claims, rights and benefits, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking A;
- all employees of TV18 substantially engaged in the Demerged Undertaking A and those employees that are determined by the Board of Directors of TV18, to be substantially engaged in or in relation to the Demerged Undertaking A;
- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by TV18, directly or indirectly in connection with or in relation to the Demerged Undertaking A;
- all books, records, files, papers, directly or indirectly relating to the Demerged Undertaking A;

but shall not include any portion of the Remaining Business of TV18.

(g) "Demerged Undertaking B" means the Indian News Business Undertaking of SGA News comprising the business activities of running the 'Awaaz' channel and its equity investments in group companies engaged in the Indian television news space along with all related assets, liabilities, employees including specifically the following:

- all assets wherever situated, whether movable or immovable, leasehold or freehold, tangible or intangible, including all plant & machinery, equipment, trademarks, tradenames, brands and other IP rights, vehicles, furniture, fixtures, office equipment, computer installations, electrical appliances, accessories pertaining to the Demerged Undertaking B;
- all liabilities present and future and the specific contingent liabilities pertaining to or relatable to the Demerged Undertaking B, as are determined in accordance with the provisions of Section 2(19AA) of the Income tax Act, 1961;
- all rights and licenses including the broadcasting license granted by the Hon'ble Ministry of Information & Broadcasting to operate the 'Awaaz' channel, all assignments and grants thereof, all permits, registrations, quota rights, rights (including rights under any agreement, contracts, applications, letters of intent, or any other contracts), approvals, regulatory approvals, entitlements, municipal permissions, goodwill, cash balances, bank balances, bank accounts, privileges, all other claims, rights and benefits, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking B;

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Advocate
Examiner Judicial Dept.
High Court of Delhi

For Television Eighteen India Limited.

Anil Srivastava

For SGA News Limited

Authorised Signatory

- all employees of SGA News substantially engaged in the Demerged Undertaking B and those employees that are determined by the Board of Directors of SGA News, to be substantially engaged in or in relation to the Demerged Undertaking B;
- all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by SGA News, directly or indirectly in connection with or in relation to the Demerged Undertaking B;
- all books, records, files, papers, directly or indirectly relating to the Demerged Undertaking B;

but shall not include any portion of the Remaining Business of SGA News.

(h) "Effective Date" means the later of the dates on which the respective certified copies of the orders of the High Court at New Delhi vesting the Demerged Undertaking A and Demerged Undertaking B of the relevant Transferor Company in the relevant Transferee Company are filed with the Registrar of Companies, Delhi & Haryana after obtaining the consents, approvals, permissions, resolutions, agreements, sanctions and Orders necessary therefore.. References in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of the Scheme" shall mean the Effective Date.

(i) "Remaining Business" in case of TV18 and SGA News, shall mean all other businesses, divisions, employees, contracts, rights, assets and liabilities other than the Demerged Undertaking A and Demerged Undertaking B respectively as defined above.

(j) "Scheme of Arrangement" or "this Scheme" or "the Scheme" means this Scheme of Arrangement in its present form or with any modifications made under Clause 15 of the Scheme.

(k) "Network 18" means SGA Finance & Management Services Private Limited, a company incorporated under the Act and having its registered office at B - 2 Kailash Apartments, Lala Laj Pat Rai Marg, New Delhi 110048.

(l) "SGA News" means SGA News Limited, a company incorporated under the Act and having its registered office at B – 2 Kailash Apartments, Lala Laj Pat Rai Marg, New Delhi 110048.

(m) "Specified Date" means the date(s) to be fixed for each of the following by the Board of Directors or a committee thereof :
- of Network 18 in case of Demerger A, and
- of TV18 in case of Demerger B

for the purpose of determining the members of TV18 and SGA News respectively, to whom shares will be allotted pursuant to Clause 11 of this Scheme.

(n) "Transferor Company" shall mean TV18 (in relation to Demerger A) and SGA News (in relation to Demerger B).

(o) "Transferee Company" shall mean Network 18 (in relation to Demerger A) and TV18 (in relation to Demerger B).

(p) "TV18" means Television Eighteen India Limited, a company incorporated under the Act and having its registered office at B – 2 Kailash Apartments, Lala Laj Pat Rai Marg, New Delhi 110048.

1A. EXPRESSIONS NOT DEFINED IN THIS SCHEME

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, and as the context may require, have the same meaning ascribed to them under the Act or the Securities Contracts (Regulation) Act, 1956 or the Depositories Act, 1996 or other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time. In particular, wherever reference is made to High Court(s) in the Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority as may be vested with the powers of the High Court(s) under the Act.

2. DATE OF COMING INTO EFFECT

The Scheme shall come into legal operation from the Appointed Date, though it shall be effective from the Effective Date.

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Examiner
High Court, Delhi

For Television Eighteen India Limited

Anil Srivastava
VP-Corporate Affairs & Company Secretary

For SGA News Limited

3. COMPLIANCE WITH TAX LAW

This Scheme is intended to comply in all respects with the conditions relating to "Demerger" specified under Section 2(19AA), provisions of Section 47 and other relevant provisions of the Income tax Act, 1961 respectively. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the said provisions at a later date, whether before or after the Effective Date, and whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of the said sections of the Income tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with respective provisions of the Income tax Act, 1961. Such modification will however not affect other parts of the Scheme. In such an eventuality, the Board of Directors of TV18 shall at any time, have the authority to make all consequential changes to the Scheme in order to ensure that the Scheme is determined to be in compliance with the relevant provisions of Income Tax Act, 1961.

PART II – DEMERGER A

4. TRANSFER OF DEMERGED UNDERTAKING A

4.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking A shall, pursuant to the provisions contained in Sections 391 to 394 of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from TV18, and be transferred to and vested in or be deemed to have been transferred to and vested in Network 18, on a going concern basis at book values, so as to become as and from the Appointed Date, the undertaking of Network 18.

4.2 All assets acquired by TV18 after the Appointed Date and prior to the Effective Date in relation to the Demerged Undertaking A or pertaining to the Demerged Undertaking A, shall also stand transferred to and vested in Network 18 upon the coming into effect of the Scheme.

4.3 In respect of such of the assets of the Demerged Undertaking A as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by TV18 and shall become the property of Network 18 as an integral part of the Demerged Undertaking A transferred to it. Further, such investments of the Demerged Undertaking A as are held in dematerialized form may be transferred to Network 18 by issuing necessary instructions to depository participant of TV18. Such delivery/ instructions shall be made on a date mutually agreed upon between the Board of Directors of TV18 and the Board of Directors of Network 18.

4.4 In respect of such of the assets of the Demerged Undertaking A other than those referred to in Clause 4.3 above, the same shall without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in Network 18 on the Appointed Date pursuant to the provisions of Section 394 of the Act and other applicable provisions of law.

4.5 It is hereby clarified that the Remaining Business of TV18 shall continue under ownership of TV18.

4.6 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of TV18, and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking A and all other interests relating to activities carried on by the Demerged Undertaking A, be transferred to and vested in Network 18.

In so far as the various incentives, benefits under Export Promotion Capital Goods (EPCG) scheme, sales tax deferral benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by TV18 are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking A, vest with and be available to Network 18 on the same terms and conditions.

4.7 Liabilities that relate to the Demerged Undertaking A as on the Appointed Date in accordance with the provisions of section 2(19AA) of the Income tax Act, 1961 shall be transferred to Network 18 as a part of this Scheme. Further, any liabilities that are raised or incurred between the Appointed Date and Effective Date similarly relating to the Demerged Undertaking A shall stand transferred along with the Demerged Undertaking A to Network 18. Where any of the liabilities of TV18 as on the Appointed Date deemed to be transferred to Network 18 have been discharged by TV18 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Network 18

4.8 It is further clarified that the securities or encumbrances created by TV18 over the assets comprised in Demerged Undertaking A shall stand discharged from the Effective Date. However, the securities or encumbrances created on assets of Remaining Business in respect of liabilities retained by TV18 shall continue to subsist. TV18 and Network 18 shall discuss and make appropriate arrangements with their creditors for offering necessary securities or encumbrances in respect of the borrowings held by them

4.9 The provisions of the Scheme insofar as they relate to the discharge or subsistence of securities as contained in Clause 4.8 above shall operate notwithstanding anything to the contrary

For Television Eighteen India Limited.

For Network 18 Fincap Pvt. Ltd.

Anil Srivastava

Authorised Signatory

contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

4.10 It is hereby clarified that the transfer of all assets and liabilities of the Demerged Undertaking A shall be at values appearing in the books of account of TV18 as on the Appointed Date which are set forth in the closing balance sheet of TV18 as of the close of business hours on the date immediately preceding the Appointed Date.

PART III – DEMERGER B

5. TRANSFER OF DEMERGED UNDERTAKING B

5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking B shall, pursuant to the provisions contained in Sections 391 to 394 of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from SGA News, and be transferred to and vested in or be deemed to have been transferred to and vested in TV18, on a going concern basis at book values, so as to become as and from the Appointed Date, the undertaking of TV18.

5.2 All assets acquired by SGA News after the Appointed Date and prior to the Effective Date in relation to the Demerged Undertaking B or pertaining to the Demerged Undertaking B, shall also stand transferred to and vested in TV18 upon the coming into effect of the Scheme.

5.3 In respect of such of the assets of the Demerged Undertaking B as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by SGA News and shall become the property of TV18 as an integral part of the Demerged Undertaking B transferred to it. Further, such investments of the Demerged Undertaking B as are held in dematerialised form may be transferred to TV18 by issuing necessary instructions to depository participant of SGA News. Such delivery/ instructions shall be made on a date mutually agreed upon between the Board of Directors of SGA News and the Board of Directors of TV18.

5.4 In respect of such of the assets of the Demerged Undertaking B other than those referred to in Clause 5.3 above, the same shall without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in TV18 on the Appointed Date pursuant to the provisions of Section 394 of the Act and other applicable provisions of law.

5.5 It is hereby clarified that the Remaining Business of SGA News shall continue under ownership of SGA News.

5.6 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of SGA News, and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking B and all other interests relating to activities carried on by the Demerged Undertaking B, be transferred to and vested in TV18.

In so far as the various incentives, benefits under Export Promotion Capital Goods (EPCG) scheme, sales tax deferral benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by SGA News are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking B, vest with and be available to TV18 on the same terms and conditions.

5.7 Liabilities that relate to the Demerged Undertaking B as on the Appointed Date in accordance with the provisions of section 2(19AA) of the Income tax Act, 1961 shall be transferred to TV18 as a part of this Scheme. Further, liabilities that are raised or incurred between the Appointed Date and Effective Date similarly relating to the Demerged Undertaking B shall stand transferred along with the Demerged Undertaking B to TV18. Where any of the liabilities and obligations of SGA News as on the Appointed Date deemed to be transferred to TV18 have been discharged by SGA News after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of TV18.

5.8 It is clarified that the securities or encumbrances created by SGA News over the assets comprised in Demerged Undertaking B shall stand transferred to TV18 from the Effective Date, insofar as they pertain to liabilities transferred to TV18. With regard to any encumbrances created in favour of the Remaining Business for liabilities transferred to TV18, the same shall stand discharged. However, the securities or encumbrances created on assets of Remaining Business in respect of liabilities retained by SGA News shall continue to subsist. SGA News and TV18 shall discuss and make appropriate arrangements with their creditors for offering necessary securities or encumbrances in respect of the borrowings held by them.

5.9 The provisions of the Scheme insofar as they relate to the discharge or subsistence of securities as contained in Clause 5.8 above shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

5.10 It is hereby clarified that the transfer of all assets and liabilities of the Demerged Undertaking B shall be at values appearing in the books of account of SGA News as on the Appointed Date which are set forth in the closing balance sheet of SGA News as of the close of business hours on the date immediately preceding the Appointed Date.

ATTESTED
Examiner Judicial Department
High Court of Delhi

For Television Eighteen India Limited
Network 18 Fincap Limited
For SGA News Limited

Anil Srivastava
VP-Corporate Affairs

Authorised Signatory

PART IV – GENERAL TERMS AND CONDITIONS

6. CONTRACTS AND DEEDS

6.1 Upon the coming into effect of this Scheme and subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, engagements, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had respectively been a party or beneficiary or obligee thereto.

6.2 Without prejudice to other provisions of the Scheme and notwithstanding that vesting of the Demerged Undertaking with the Transferee Company occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or if it is otherwise considered necessary or expedient, execute deeds, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company was a party or any writings as may be necessary to be executed merely in order to give formal effect to the above provisions. The Transferor Company will, if necessary, also be a party to the above to the extent permissible. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

7. LEGAL PROCEEDINGS

7.1 Upon the coming into effect of the Scheme, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company under any statute, whether pending on the Appointed Date, or which may be instituted any time in the future and in each case relating to the relevant Demerged Undertaking shall be continued and enforced by or against the Transferee Company after the Effective Date and shall not abate or be discontinued nor be in any way prejudicially affected by reason of the demerger of the relevant Demerged Undertaking or anything contained in the Scheme. In the event that the legal proceedings referred to herein require the Transferor Company and the Transferee Company to be jointly treated as parties thereto, the Transferee Company shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Transferor Company. In the event of any difference or difficulty in determining whether any specific legal or other proceeding relates to a given Demerged Undertaking or not, the decision of the Board of Directors of the Transferor Company in this regard shall be conclusive evidence of the relationship with relevant Demerged Undertaking.

7.2 The Transferee Company undertake to have all legal proceedings initiated by or against the Transferor Company referred to in Clause 7.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company. The respective companies shall make relevant applications in that behalf to the extent permissible.

7.3 Notwithstanding the above, in case the proceedings referred to in Clause 7.1 above cannot be transferred for any reason, or the transfer takes time, till such transfer the Transferor Company shall defend the same in accordance with the advice of the relevant Transferee Company and at the cost of the Transferee Company, and the relevant Transferee Company shall reimburse, indemnify and hold harmless the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.

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

ATTESTED

For Television Eighteen India Limited

Anil Srivastava
VP- Corporate Affairs & Company Secretary

For Network 18 Fincap Pvt. Ltd.

Authorised Signatory

8. CONDUCT OF BUSINESS/ EMPLOYEES

8.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company:

(a) shall be deemed to have been carrying on all business and activities relating to the Demerged Undertaking and stand possessed of all assets, rights, title, interest and authorities of the Demerged Undertaking for and on account of, and in trust for, the Transferee Company; and

(b) all profits accruing to the Transferor Company, or losses arising or incurred by them (including the effect of taxes, if any, thereon), relating to the Demerged Undertaking shall for all purposes, be treated as the profits, taxes or losses, as the case may be, of the Transferee Company.

8.2 The Transferor Company undertake that they will from the date of approval of the Scheme by their Board of Directors and also from approval of the Board of Directors of the Transferee Company, or the Appointed Date, whichever is earlier, and up to and including the Effective Date preserve and carry on the Demerged Undertaking with diligence and prudence and agree that it will not, in any material respect, without the prior written consent of the relevant Transferee Company, alienate, charge or otherwise deal with or dispose of the Demerged Undertaking or any part thereof except in the ordinary course of business or undertake substantial expansion of the Demerged Undertaking, other than expansions which have already been commenced.

8.3 The Transferor Company agree that from the Appointed Date and upto and including the Effective Date, they shall not take any decision for utilization of their profits or reserves or such other amounts, if any, for the purposes of (i) declaring or paying any dividend on its share capital, (ii) declaring any bonus shares; (iii) distributing the same in any other manner to its shareholders, unless prior written consent of the Transferee Company (which consent may be given by the Board of Directors of the Transferee Company or any person authorized by the Board of Directors of the Transferee Company) is obtained.

8.4 Save and except as may be permitted or required under the provisions of the Scheme or any pre-agreed contracts or agreements intended to achieve group restructuring, from the Appointed Date and up to and including the occurrence of Effective Date, the Transferor Company and the Transferee Company shall not make any change in their respective capital structure, (i) by issue of new equity or preference shares or bonus shares; or (ii) by issue of any other instrument convertible into equity shares; or (iii) otherwise by sub-division, reduction, reclassification, consolidation, buy-back, or in any other manner which may affect the share exchange ratio, except with the prior written authorization of the Board of Directors of the Transferor Company and the Board of Directors of the Transferee Company.

8.5 The Transferee Company undertake to engage in case of Demerger A/ Demerger B, such employees as are determined under Clause I of this Scheme, as being substantially engaged in the relevant Demerged Undertaking and who are in the employment of the Transferor Company as on the Effective Date, on terms and conditions not less favourable than those on which they are engaged by the Transferor Company, without any interruption of service as a result of the transfer of Demerged Undertaking to the Transferee Company. The Transferee Company agree that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such employees with the Transferor Company shall also be taken into account, and agree and undertake to pay the same as and when payable in accordance with prevailing law.

8.6 Upon the Scheme coming into effect, the accounts of the employees, who are employed by the Transferor Company and who fall under Clause 8.5 above, relating to the Provident Fund, Gratuity Fund and Pension and/or Superannuation Fund and any other Fund, shall be identified, determined and transferred to the respective funds of the Transferee Company and the employees shall be deemed to have become members of such trusts/ funds of the Transferee Company. The Transferor Companies and the Transferee Company shall co-operate and take all such steps as may be necessary to give effect to the provisions of this clause, with the end and intent that the interests of employees are protected.

8.7 TV18 has implemented schemes for issue of stock options to eligible employees of TV18 based on necessary approval of its members, and in accordance with the applicable guidelines of the Securities and Exchange Board of India and prescribed income tax rules. Upon the Scheme coming into effect, appropriate adjustments shall be made to the stock options and their terms on the principles applicable to the interests of shareholders of TV18 as enunciated in the Scheme. Further, for computing the vesting period for options, the period for which options were held in TV18 shall also be appropriately considered in accordance with the guidelines prescribed by Securities and Exchange Board of India.

The Compensation Committee of TV18 shall be authorized to take all necessary steps and decisions to give effect to the provisions of this Clause including for making appropriate adjustments to the terms of stock options (vesting period, exercise price, etc), if considered necessary, and to take all such decisions as are necessary in relation to the options, with the objective of protecting the interests of eligible employees. There will be an adverse impact on the tax treatment of such options, as a result of adjustments necessitated by the Scheme.

ATTESTED

Examiner Judicial Dept.
High Court of Delhi

For Television Eighteen India Limited

Anil Srivastava
V.P. Corporate Affairs & Company Secretary

9. SAVING OF CONCLUDED TRANSACTIONS

Transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking and continuance of the proceedings by or against the Transferee Company shall not in any manner affect any transaction or proceedings already completed by the Transferor Company (in respect of the Demerged Undertaking) on or before the Appointed Date to the end and intent that the Transferee Company accept all such acts, deeds and things done and executed by and/or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

10. REMAINING BUSINESS TO CONTINUE WITH TRANSFEROR COMPANIES

10.1 The Remaining Business 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

10.2 . Further,

a) 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 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 Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Transferor Company in respect of the Remaining Business) 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 Remaining Business.

b) If proceedings are taken against the Transferee Company in respect of the matters referred to in sub clause (a) above, it shall defend the same in accordance with the advice of the Transferor Company and at the cost of the Transferor Company, and the latter shall reimburse and indemnify the Transferee Company against all liabilities and obligations incurred by the Transferee Company in respect thereof.

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

a) the Transferor Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;

b) all profits accruing to the Transferor Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferor Company; and

c) All assets and properties acquired by the Transferor Company in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in the Transferor Company.

11. ISSUE OF SHARES

In relation to Demerger A:

11.1 Upon the coming into effect of the Scheme and in pursuance of the demerger of the Demerged Undertaking A into Network 18, the shareholding in TV18 shall be re-organized and bifurcated as follows in respect of every 10 equity shares of face value of Rs 10 each in TV18:

- 14 equity shares of face value Rs 5 each in TV18, and
- 12 equity shares of face value Rs 5 each in Network 18

The above equity shares shall be issued and allotted without any further act or deed and without any further payment, at par on a proportionate basis to each member of TV18 whose name is recorded in the register of members of TV18 as holding equity shares on the Specified Date. Equity shares issued by Network 18 as above are hereinafter also referred to as the "New Equity Shares on Demerger A". However since Network 18 already holds equity shares in TV18, upon coming into effect of this Scheme, pursuant to Demerger A, no shares shall be issued by Network 18 to itself in view of the provisions of the Act. TV18 and Network 18 shall be authorized to take all necessary steps and procedures in this regard including issue of notices for cancellation of earlier share certificates, completing necessary corporate actions, etc.

In relation to Demerger B:

11.2 Upon the coming into effect of the Scheme and in pursuance of the demerger of the Demerged Undertaking B into TV18, TV18 shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the "New Equity Shares on Demerger B") at par on a proportionate basis to each member of SGA News whose name is recorded in the register of members of SGA News as holding equity shares on the Specified Date in the ratio of 3.67:1, i.e. for every 1 equity share of face value of Rs 10 each held in SGA News, the shareholders of SGA News will get 3.67 equity shares of face value of Rs 5 each in TV18.

Other terms

11.3 In case any member's holding in any Transferor Company is such that the member becomes entitled to a fraction of one equity share in the Transferee Company, the Transferee Company shall not issue fractional share certificates to such member but shall consolidate such fractions

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High Court of Delhi

For Television Eighteen India Limited

Anil Srivastava
VP- Corporate Affairs & Company Secretary

and issue consolidated equity shares to separate trustees nominated by the Transferee Company in that behalf, who shall sell such shares at prevailing market prices within a reasonable time frame after the allotment and distribute the net sale proceeds to the members in proportion to their fractional entitlements.

11.4 The New Equity Shares on Demerger A and New Equity Shares on Demerger B to be issued and allotted pursuant to Clause 11.1 and Clause 11.2 respectively shall in all respects, rank *pari passu* from the Specified Date with the existing equity shares of the Transferee Company, save and except in relation to dividends, if any, to which they may be entitled to, as and from the Appointed Date.

11.5 The New Equity Shares on Demerger A and New Equity Shares on Demerger B to be issued and allotted in terms thereof will be subject to the relevant Memorandum and Articles of Association of the Transferee Company.

11.6 Network 18 and TV18 shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities for the issue and allotment by them of New Equity Shares on Demerger A and New Equity Shares on Demerger B, to the members of TV18 and SGA News respectively. Further, based on the in-principle go-ahead obtained earlier for the Scheme from the Ministry of Information and Broadcasting, the relevant companies shall, post the issue of shares, file letters of intimations with the said Ministry on the new shareholding patterns.

11.7 In accordance with the prevailing regulatory norms for foreign investment in the television news broadcasting sector, foreign investment is capped at 26% of the total outstanding equity share capital of the company. This Scheme seeks to comply with these guidelines and has the in-principle go ahead of the Ministry of Information and Broadcasting. Pursuant to the issue of shares by TV18 and Network 18 in accordance with the terms of this Scheme, the aforesaid guidelines will be complied with by TV18 and Network 18. Post listing, it needs to be ensured that the effective foreign stake in TV18 (directly and via Network 18) continues to adhere to the aforesaid limit of 26%. Towards this end and intent, upon the coming into effect of this Scheme, subject to the passing of necessary resolutions by the Board of Directors of TV18 and Network 18, the Ministry of Information and Broadcasting and the Reserve Bank of India shall be obligated to issue necessary directions to ensure that the foreign investment is capped at limits intimated to the Reserve Bank of India by the company. This is presently intended at 19.03% in TV18 and at 13.15% in Network 18. These limits may however be amended where any change in the underlying regulations or shareholding or other circumstance merit such amendment. Such amendment shall be made via resolutions of the Board of Directors of TV18 and Network 18, duly communicated to the Ministry of Information and Broadcasting and the Reserve Bank of India.

11.8 The New Equity Shares on Demerger A and New Equity Shares on Demerger B shall, subject to the execution of the listing agreement (wherever applicable) and payment of the appropriate fee, be listed on the same stock exchanges as TV18.

11.9 Insofar as the allotment of shares pursuant to Clause 11 is concerned, each member of the Transferor Company shall have the option to be exercised, by giving a notice to relevant Transferee Company, on or before such date as may be determined by the Board of Directors of the Transferee Company, to receive the shares either in physical certificate form or in dematerialized form. In the event the Transferee Company does not receive such notice or requisite details in respect of any member, the Transferee Company may allot shares in dematerialized form to the extent it has the necessary details of the account holder for issue of shares in dematerialized form and in respect of other members, issue share certificates in physical form. In respect of those members exercising the option to receive the shares in dematerialized form, such members shall have opened and maintained an account with a depository participant, and shall provide such other confirmation, information and details as may be required.

11.10 Equity shares to be issued pursuant to Clause 11.1 and Clause 11.2 of this Scheme, in respect of any equity shares of TV18 and SGA News which are held in abeyance under the provisions of Section 206A of the Act or otherwise, shall pending allotment or settlement of dispute by order of Court or otherwise be held by the trustees appointed by Network 18 and TV18 respectively.

11.11 In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any shareholder of TV18 and SGA News, the Board of Directors or any committee thereof of TV18 and SGA News shall be empowered in appropriate cases, even subsequent to the Specified Date or the Effective Date, as the case may be, to effectuate such a transfer, as if such changes in registered holder were operative as on the Specified Date.

11.12 Pursuant to and as an integral part of this Scheme of Arrangement, and as a basis for Demerger A, to give effect to the Scheme's basic objectives, Network 18 shall acquire 2,868,225 equity shares in TV18 from its shareholder, Mr. Raghav Bahl. The aforesaid transfer shall be carried out pursuant to the approval of Hon'ble Delhi High Court to this Scheme on a date and in a manner to be determined by Mr. Raghav Bahl and Board of Directors of Network 18.

For avoidance of doubt, it is clarified that Network 18 shall acquire these shares as an integral part of the Scheme and that the said acquisition of shares shall be deemed to have taken effect from the Thirtieth day of September, 2005. Accordingly, any rights, benefits and privileges attached to the said shares (including dividend rights, voting rights etc.) for the period subsequent to the Appointed Date until the date of completion of share transfer shall be received/ exercised by Mr. Raghav Bahl in trust for and for the benefit of shareholders of Network 18.

For Television Eighteen India Limited

Anil Srivastava
VP-Corporate

For Network 18 Fincap Pvt. Ltd. / For SGA News Limited

Authorised Signatory / Authorised Signatory

All steps for reorganizing share capital of the companies as may be required pursuant to Clause 11 and Clause 12 of the Scheme, shall be undertaken as an integral part of this Scheme in accordance with the provisions of Sections 391-394 and other applicable provisions of the Act including Sections 78, 94, 100, 102 of the Act, and no other steps or procedures would need to be undertaken by the concerned companies to give effect to the same.

TV18:

12.1 The authorised equity share capital of TV18 shall be increased from Rs 250,000,000 (Rupees Two hundred and fifty million only) divided into 25,000,000 (Twenty five million) equity shares of Rs 10 each to Rs 300,000,000 (Rupees Three hundred million) divided into 30,000,000 (Thirty million) equity shares of Rs. 10 each. Further, the entire authorized, issued, subscribed and paid up equity share capital of TV18 comprising equity shares having a face value of Rs 10 (Rupees Ten) each shall be sub-divided into authorized, issued, subscribed and paid up equity share capital comprising equity shares having a face value of Rs 5 (Rupees Five) each.

Accordingly, Clause V of the Memorandum of Association of TV18, shall upon the coming into effect of this Scheme be altered and substituted as follows:

"The Authorized share capital of the company shall be as follows:
Equity share capital of Rs 300,000,000 (Rupees Three hundred million) divided into 60,000,000 (Sixty Million) equity shares of Rs. 5 (Rupees Five) each.
Preference share capital of Rs 50,000,000 (Rupees Fifty million) divided into 5,000,000 (Five million) preference shares of Rs 10 (Rupees Ten) each."

Network 18:

12.2 The authorized equity share capital of Network 18 shall be increased to Rs 250,000,000 (Rupees Two hundred and fifty million) divided into 25,000,000 (Twenty five million) equity shares of Rs 10 each.

Of the above increase in authorized capital of Network 18, an amount of Rs 100,000,000 (Rupees One hundred million) shall occur pursuant to Section 80(4) of the Act. Accordingly, the aforesaid amount of Rs 100,000,000 (Rupees One hundred million) shall stand automatically re-classified into equity share capital.

Further, the entire post-restructuring authorized, issued, subscribed and paid up equity share capital of Network 18 comprising equity shares having a face value of Rs 10 (Rupees Ten) each shall be sub-divided into authorized, issued, subscribed and paid up equity share capital comprising equity shares having a face value of Rs 5 (Rupees Five) each.

Accordingly, Clause V of the Memorandum of Association of Network 18, shall upon the coming into effect of this Scheme be altered and substituted as follows:

"The Authorized share capital of the company shall be as follows:
Equity share capital of Rs 250,000,000 (Rupees Two hundred and fifty million) divided into 50,000,000 (Fifty million) equity shares of Rs 5 (Rupees Five) each."

12.3 Upon coming into effect of the Scheme and as an integral part of the Scheme, a trust shall acquire shares equivalent to 10.56% of the fully diluted post demerger share issue paid up capital of Network 18. In the event such acquisition is through a fresh issue of shares by Network 18, the said issue of shares shall be considered for all legal and regulatory purposes to be an issue of shares made pursuant to the Scheme. At any time after the Effective Date, the trust shall be entitled to transfer the aforesaid shares in any manner as may be considered appropriate including inter alia by way of a sale to strategic investor or sale through a stock exchange and shall make net gains thereof available to TV18.

12.4 Further, Network 18 shall make an issue of shares to shareholders of Network 18 or entities owned by such shareholders as an integral part of this Scheme, and such an issue shall be considered for all legal and regulatory purposes to be an issue of shares made pursuant to the Scheme. Subsequent to the capital restructuring steps, issue of shares to the trust in accordance with Clause 12.3 of the Scheme and aforesaid issue of shares by Network 18, it would have an issued, subscribed and paid up equity capital of Rs 150,000,000 (Rupees One hundred and fifty million) comprising 30,000,000 (Thirty million) equity shares of face value Rs 5 (Rupees Five) each. The New Equity Shares on Demerger A would be issued in addition to the aforesaid equity share capital of Network 18.

ATTESTED

For Television Eighteen India Limited

Anil Srivastava
VP-Corporate Affairs & Company Secretary

For Network 18 Fincap Pvt. Ltd.

13. ACCOUNTING TREATMENT

Accounting for Demerger A:

13.1 Treatment in the books of TV18

(a) Upon the coming into effect of this Scheme, with effect from the Appointed Date, the accounts representing the assets and liabilities of the Demerged Undertaking A shall stand closed on transfer to Network 18.

(b) The balance representing the difference between the assets and liabilities transferred in Demerger A as increased by Expenses of Scheme shall, after adjusting the difference between the original issued, subscribed and paid up equity share capital of TV18 and the revised issued, subscribed and paid up equity share capital of TV18 (pursuant to Clause 11 and Clause 12) be written off by TV18 against the balance in the Securities Premium Account.

(c) In this regard, it is hereby clarified that the Order of the Hon'ble High Court of Delhi would be deemed for all purposes to be an Order under Section 100/ 102 of the Act. Further, since the above write off would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid up share capital, the provisions of Section 101 shall not be applicable.

13.2 Treatment in the books of Network 18

Upon the coming into effect of this Scheme, Network 18 shall record all the assets and liabilities of the Demerged Undertaking A transferred to it in pursuance of this Scheme at their respective book values thereof appearing in the books of account of TV18 immediately before the Appointed Date. Further, being a transfer of undertaking at book value, the amount arising as an accounting differential for Network 18 on account of the difference between:

(a) the amount representing the surplus of assets over liabilities of the Demerged Undertaking A, and

(b) the aggregate of the face value of equity share capital issued by Network 18 in terms of Clause 11.1 above,

shall be credited to the Securities Premium account of Network 18.

13.3 It is hereby clarified that all transactions during the period between the Appointed Date and Effective Date relating to the Demerged Undertaking A would be duly reflected in the financial statements of Network 18, upon the Scheme coming into effect.

Accounting for Demerger B:

13.4 Treatment in the books of SGA News

(a) Upon the coming into effect of this Scheme, with effect from the Appointed Date, the accounts representing the assets and liabilities of the Demerged Undertaking B shall stand closed on transfer to TV18.

(b) The balance representing the difference between the assets and liabilities transferred in Demerger B shall be written off by SGA News against the balance in the Securities Premium Account

(c) Further, the negative balance in the Profit & Loss account of SGA News to the extent of Rs 320,000,000 (Rupees Three Hundred and twenty million) shall be written off against the balance in the Securities Premium account of an equivalent amount.

(d) In relation to the above write offs, it is hereby clarified that the Order of the Hon'ble High Court of Delhi would be deemed for all purposes to be an Order under section 100/ 102 of the Act. Further, since the above write off would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid up share capital, the provisions of Section 101 shall not be applicable.

13.5 Treatment in the books of TV18

Upon the coming into effect of this Scheme, TV18 shall record all the assets and liabilities of the Demerged Undertaking B transferred to it in pursuance of this Scheme at their respective book values thereof appearing in the books of account of SGA News immediately before the Appointed Date. Further, being a transfer of undertaking at book values, the amount arising as an accounting differential for TV18 on account of the difference between:

(a) the amount representing the surplus of assets over liabilities of the Demerged Undertaking B, and

(b) the aggregate of the face value of equity share capital issued by TV18 in terms of Clause 11.2 above,

shall be debited/ credited to the Securities Premium account of TV18.

ATTESTED
Examiner Judicial Deptt.
High Court of Delhi

For Television Eighteen India Limited

Anil Srivastava
Company Secretary

For Network 18 Fincap Ltd. For SGA News Limited

Authorised Signatory

13.6 It is hereby clarified that all transactions during the period between the Appointed Date and Effective Date relating to the Demerged Undertaking B would be duly reflected in the financial statements of TV18, upon the Scheme coming into effect.

13.7 The carrying value of shares of a Transferor Company in the books of its shareholder shall be pro rated between shares of the Transferor Company and Transferee Company on a basis considered appropriate by the Board of Directors or other governing body of the shareholder. It is hereby clarified that the split of cost of acquisition for tax purposes shall be made in consonance with the provisions of the Income Tax Act, 1961.

13.8 Notwithstanding anything contained above in this Clause 13, the Board of Directors of the companies, in consultation with their auditors, are authorized to account any of these balances in any manner whatsoever, if considered more appropriate.

13.9 Notwithstanding the reduction in capital of any of the companies as aforesaid, in view of the financial position of respective companies, they shall not be required to add "and reduced" as suffix to their name.

13.10 In case of any differences in accounting policies between the Transferor Company and Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the assets and liabilities the Transferor Company before they are incorporated into the financial statements of the Transferee Company in accordance with the provisions of this Scheme.

13.11 To the extent that there are inter-corporate loans, other outstanding amounts between the Transferor Company and the Transferee Company (other than those already provided for in other clauses of this Scheme), including those between Appointed Date and Effective Date, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of respective companies.

14. APPLICATIONS TO HIGH COURT/ OTHER AUTHORITY

14.1 The Transferor Company and Transferee Company shall, with all reasonable dispatch, make applications to the Hon'ble High Court of Judicature at New Delhi where the registered offices of the Transferor Company and Transferee Company are situated, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the members and/or creditors as may be directed by the said Hon'ble High Court.

14.2 On the Scheme being agreed to by the requisite majorities of the classes of the members and/or creditors of the Transferor Company and Transferee Company as directed by the Hon'ble High Court of Judicature at New Delhi, the Transferor Company and Transferee Company shall, with all reasonable dispatch, apply to the High Court of Judicature at New Delhi, for sanctioning the Scheme under Sections 391 and 394 of the Act, and for such other order or orders, as the said Hon'ble High Court or such other authority having jurisdiction under law may deem fit for carrying this Scheme into effect.

15. MODIFICATION OR CLARIFICATION

15.1 The Transferor Company (by their Directors or their committee thereof) and the Transferee Company (by their Directors or their committee thereof) may assent to any modification(s) or amendment(s) in this Scheme which the Court and/or any other Authority may deem fit to direct or impose or which may otherwise be considered necessary or desirable for implementing and/or carrying out the Scheme or which may be considered necessary due to any change in law and the Transferor Company (by their Directors or their committee thereof) and the Transferee Company (by their Directors or their committee thereof) be and are hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the Court or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

15.2 The expression 'any other Authority' in the preceding Clause 15.1 shall include Securities and Exchange Board of India (SEBI) and the stock exchanges with which the shares of the TV18 are listed and with which a copy of this Scheme is filed in terms of the Listing Agreement.

15.3 Any issue as to whether any asset or liability pertains to or is referable to the Demerged Undertaking A/ Demerged Undertaking B or not shall be solely decided by the Board of Directors of TV18, on the basis of evidence that they may deem relevant for the purpose (including the books or records of the Transferor Company).

15.4 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the respective Boards of Directors of the Transferor Company and Transferee Company, affect the adoption or validity or interpretation of the other parts and/or provisions of this Scheme. It is hereby clarified that the Board of Directors of the Transferor Company and Transferee Company may in their absolute discretion, adopt any part of this Scheme or declare the entire Scheme to be null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own cost or bear costs as may be mutually agreed.

ATTESTED

Barrister Judicial Deptt.
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For Television Eighteen India Limited.

Anil Srivastava
VP- Corporate Affairs & Company Secretary

For Network 18 Finance Pvt. Ltd.

Director/Authorised Signatory

For SGA News Limited

Authorised Signatory

16. GENERAL TERMS

It is clarified that all taxes (direct or indirect), cess, fee or other charges payable or any refunds and claims receivable by the Transferor Company, relating to the Demerged Undertaking A/ Demerged Undertaking B, from the Appointed Date onwards shall, for all purposes, be treated as the tax liabilities or refunds and claims of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferor Company and Transferee Company are expressly permitted to revise its tax returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme.

17. CONDITIONALITY OF SCHEME

The Scheme is conditional upon and subject to:

(a) the Scheme being agreed to by the respective requisite majorities of the various classes of members and creditors (where applicable) of the Transferor Company and Transferee Company as required under the Act and the requisite sanction and orders of the Hon'ble High Court of Judicature at New Delhi, being obtained; and

(b) the certified copies of the above orders of the Hon'ble High Court being filed with the Registrar of Companies, Delhi & Haryana.

18. COSTS, CHARGES AND EXPENSES

All past, present and future costs, charges, levies, duties, and expenses in relation to or in connection with or incidental to the Scheme or the implementation thereof shall be borne by TV 18 and all of the above costs (including stamp duty) shall be treated as costs relating to the Scheme of Arrangement (referred to as "Expenses of Scheme").

19. EFFECT OF NON-APPROVALS

In the event of this Scheme failing to take effect finally by December 31, 2006 or by such later date as may be agreed upon by the respective Boards of Directors of the Transferor Company and Transferee Company, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each company shall bear its own cost or as may be mutually agreed.

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Registrar ... Judicial Deptt.
High Court of Delhi

For Television Eighteen India Limited

Anil Srivastava
VP-Corporate Affairs & Company Secretary

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SCHEDULE - II

SCHEDULE OF ASSETS OF THE MEDIA INVESTMENT UNDERTAKING OF TELEVISION EIGHTEEN INDIA LIMITED (TRANSFEROR COMPANY NO 1) TO BE TRANSFERRED TO AND VESTED IN NETWORK 18 FINCAP PRIVATE LIMITED (TRANFEREE COMPANY) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, NETWORK 18 FINCAP PRIVATE LIMITED AND SGA NEWS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 1 to be transferred to the Transferee Company

No Freehold property is being transferred by the Transferor Company No 1 under the Scheme of Arrangement

PART II

Short description of the Leasehold property of the Transferor Company No 1 to be transferred to the Transferee Company

No Leasehold property is being transferred by the Transferor Company No 1 under the Scheme of Arrangement

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 1 to be transferred to the Transferee Company

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 1 to be transferred to the Transferee Company under the Scheme of Arrangement is as under:

Particulars	Amount in Rs (Million)
Equity Shares in SGA News Limited	391
Equity Shares in Global Broadcast News Limited	197
Preference Shares in Network 18 Fincap Private Limited	201.5
Preference Shares in SGA News Limited	166.15
Share application money in Global Broadcast News Limited	2.55
Preference shares in TV18 Holdings Limited, Cayman Islands	6.79
Cash and cash equivalents	556.73
Total	1,521.72

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Examiner ... Department
High ... Delhi

For Television Eighteen India Limited

Anil Srivastava
VP- Corporate Affairs & Company Secretary

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SCHEDULE OF ASSETS OF THE INDIAN NEWS BUSINESS UNDERTAKING OF SGA NEWS LIMITED (TRANSFEROR COMPANY NO 2) TO BE TRANSFERRED TO AND VESTED IN TELEVISION EIGHTEEN INDIA LIMITED (TRANFEROR COMPANY NO 1) AS ON THE APPOINTED DATE FOR THE SCHEME OF ARRANGEMENT BETWEEN TELEVISION EIGHTEEN INDIA LIMITED, NETWORK 18 FINCAP PRIVATE LIMITED AND SGA NEWS LIMITED

PART I

Short description of the freehold property of the Transferor Company No 2 to be transferred to the Transferee Company

No Freehold property is being transferred by the Transferor Company No 2 under the Scheme of Arrangement

PART II

Short description of the Leasehold property of the Transferor Company No 1 to be transferred to the Transferee Company

No Leasehold property is being transferred by the Transferor Company No 2 under the Scheme of Arrangement

PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company No 2 to be transferred to the Transferee Company

Description of all stocks, shares, debentures and other charges in action of the Transferor Company No 1 to be transferred to the Transferor Company No 2 under the Scheme of Arrangement is as under:

Particulars	Amount in Rs (Million)
Fixed Assets	61.75
Investments	88.80
Debtors	63.65
Cash and bank balance	5.10
Security deposits	5.88
Service tax credit	10.38
Other recoverables	11.20
Total	246.76
Less: Liabilities	109.19
Net Assets	137.57

Dated this the 20th day of July, 2006.

(By order of the Court)

-Sd-
Joint Registrar(Co.)

TRUE COPY
EXAMINER

Authorised Under Section 76