

SCHEME OF ARRANGEMENT

BETWEEN

NIELSEN (INDIA) PRIVATE LIMITED ('DEMERGED COMPANY')

AND

NEUROFOCUS SYSTEMS & SERVICES PRIVATE LIMITED ('RESULTING
COMPANY')

AND

THEIR RESPECTIVE SHAREHOLDERS

(Under Sections 230 to 232 and other applicable provisions of the Companies Act,
2013)**A) PREAMBLE**

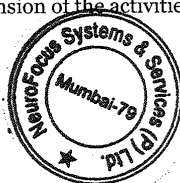
1. This Scheme of Arrangement (as more particularly defined hereunder as 'Scheme') is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, rules and regulations including any statutory modifications or re-enactments made thereunder and amendments thereof, for the demerger of the media business (as more particularly defined hereunder as 'Demerged Undertaking') of Nielsen (India) Private Limited ('Nielsen India' or 'Demerged Company') into Neurofocus Systems & Services Private Limited ('Neurofocus Systems' or 'Resulting Company').
2. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith

B) RATIONALE OF THE SCHEME

Nielsen India is engaged in providing customized market research services including quantitative and qualitative consumer studies, print media measurement services (which includes audience measurement services across all services – television, radio, mobile) and retail measurement services which includes retail tracking, modelling and analytics and category management.

Demerger of media business (i.e. Print Media measurement services) from Nielsen India into Neurofocus Systems would result in the following benefit:

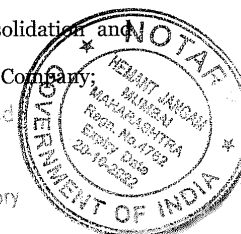
- Concentrated management focus on the businesses to create a more competitive business both in scale and operations. The Resulting Company would develop combined long-term corporate strategies and financial policies, thus enabling better management and accelerated growth of the business
- The demerger will provide scope for independent collaboration, consolidation and expansion of the activities of the respective undertakings of the Demerged Company;



(For Nielsen (India) Private Limited)

[Signature]
1
[Signature]

Authorized Signatory



- Providing better flexibility in accessing capital, focused strategy and specialisation for sustained growth; and
- Creation of value for all the stakeholders and shareholders

C) PARTS OF THE SCHEME

3. The Scheme is divided into the following parts:

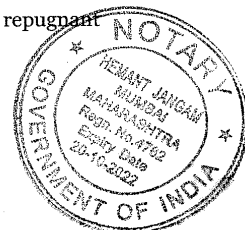
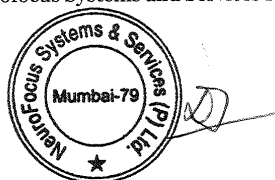
- PART I** deals with the Definitions and the Share Capital
- PART II** deals with the demerger of the Demerged Undertaking from the Demerged Company into the Resulting Company on a going concern basis;
- PART III** deals with the General Terms and Conditions that will be applicable to the entire Scheme.

PART I - DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

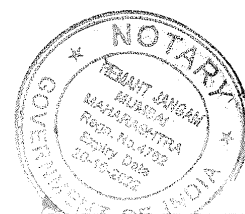
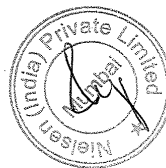
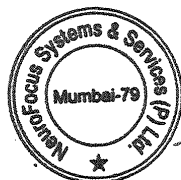
In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1 **"Act"** means the Companies Act, 2013, as applicable, and rules and regulations made thereunder and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force.
- 1.2 **"Applicable Law"** means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, press notes, requirement or any similar form of determination by or decision of any appropriate authority, in each case having the force of law, and that is binding or applicable to a person, whether in effect as on the date on which this Scheme has been approved by the Board of Demerged Company and the Resulting Company or at any time thereafter.
- 1.3 **"Appointed Date"** means the 1st day of April 2020 or such other date as may be fixed or approved by the NCLT for the purpose of demerger of Demerged Undertaking from the Demerged Company into the Resulting Company.
- 1.4 **"Board of Directors"** means the Board of Directors of Nielsen (India) Private Limited or Neurofocus Systems and Services Private Limited, as the case may be, and unless repugnant



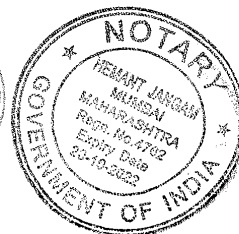
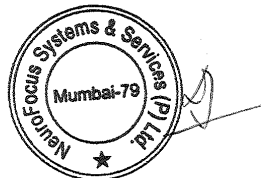
to the subject, context or meaning thereof, shall be deemed to include every committee (including any committee of directors) or any person authorized by the board of directors or by any such committee;

- 1.5 **“Demerged Company” or “Nielsen India”** means Nielsen (India) Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 6th Floor, C Block, Godrej IT Park, Godrej Business District, Phirojshanagar, LBS Marg, Vikhroli West, Mumbai - 400079.
- 1.6 **“Demerged Undertaking” or “Media Business”** shall mean an undertaking carrying out business activities and operations of customised market research services pertaining to audience measurement services across all devices i.e. television, radio, online, mobile where content is consumed (i.e. print media measurement services) and related businesses as a going concern including but not limited to the following:
- (a) All assets, title, properties, interests, investments, loans, advances (including accrued interest) and rights, including rights arising under contracts, wherever located (including in the possession of vendors, third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, exclusively used or held, by the Demerged Company in or otherwise identified for use in business, activities and operations pertaining to the Demerged Undertaking, including but not limited to equipments, plant and machinery, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, receivables, vehicles, deposits, all stocks, assets, cash, balances with banks, investments, all customer contracts, contingent rights or benefits, etc, pertaining to the Demerged Undertaking as on the Appointed Date;
 - (b) All debts, liabilities, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, asserted or unasserted, matured or immature, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), or pertaining to the Demerged Undertaking as on the Appointed Date;
 - (c) All contracts, agreements licenses, leases, linkages memoranda of undertakings, memoranda of agreement, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes arrangements sales orders, purchase orders or other instruments of whatsoever

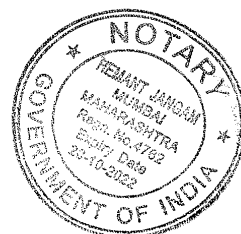
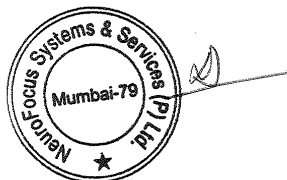


nature to which Demerged Company is a party, exclusively relating to the undertaking, business, activities and operations pertaining to its Demerged Undertaking or otherwise identified to be for the benefit of the same, including but not limited to the relevant licenses for water supply, environment approvals and all other rights and approvals, electricity permits, telephone connections, building and parking rights, pending applications for consents or extension, all incentives, tax benefits (including the benefit to claim deduction under section 43B and 40A (7) of the Income-tax Act, 1961 on payment basis), tax credits (including TDS, advance tax, MAT, GST input tax credit), deferral subsidies concessions, benefits, grants, rights, claims, liberties, special status and privileges enjoyed or conferred upon or held or availed by the Demerged Company in relation to the Demerged Undertaking, permits, quotes, consents, registration, lease, tenancy rights in relation to offices and residential properties permissions, incentives, if any, and all other rights, title, interests, privileges and benefits of every kind in relation to its Demerged Undertaking;

- (d) All registrations, trademarks, trade names, service marks, copyrights, patents, designs, domain names, applications for trademarks, trade names, service marks, copyright designs and domain names exclusively used by or held for use by the Demerged Company in the Demerged Undertaking;
- (e) All permits, licenses, consents, approvals, authorizations, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no-objection certificate certifications, easements, tenancies privileges and similar rights, and any waiver of the foregoing, issued by any legislative, executive, or judicial unit of any Government or semi-governmental entity or any department, commission board, agency, bureau, official or other regulatory, local administrative or judicial authority exclusively used or held for use by the Demerged Company in relation to the media business activities and operations pertaining to the Demerged Undertaking; and
- (f) All such permanent employees of the Resulting Company and all the personnel engaged on contract basis i.e. contract labourers and interns/trainees, both onshore and offshore, as are primarily engaged in relation to the Media Business of the Demerged Company at its respective offices, branches etc.
- (g) all liabilities, present and future (including contingent liabilities) pertaining to or relatable to the Demerged Undertaking as may be determined by the Board of directors of the Demerged Company;



- (h) all deposits and balances with government, semi-government, local and other authorities and bodies, customers and other persons, earnest money and/ or security deposits paid or received by the Demerged Company, directly or indirectly in connection with or in relation to its Demerged Undertaking;
- (i) All books, records, files, papers, directly or indirectly relating to the Demerged Undertaking but shall not include any portion of the Remaining Business of the Demerged Company;
- (j) Any other asset / liability which is deemed to be pertaining to the Demerged Undertaking as may be determined by the Board of the Demerged Company; and
- (k) Any question that may arise as to whether a specified asset or liability pertains or does not pertain to the Demerged Undertaking or whether it arises out of the activities or operations of the Demerged Undertaking shall be decided by mutual agreement between the Board of Directors of Demerged Company and the Resulting Company.
- 1.7 **“Effective Date” or “coming into effect of this Scheme” or “upon the Scheme being effective” or “Effectiveness of the Scheme”** means the last of the dates on which the certified copy of the order sanctioning this Scheme, passed by the NCLT or such other competent authority, as may be applicable, is filed respectively by the Demerged Company and the Resulting Company with the Registrar of Companies, Mumbai, Maharashtra.
- 1.8 **“GST”** means the central tax defined under the Central Goods and Services Tax Act, 2017, the integrated tax as defined under the Integrated Goods and Services Tax Act, 2017 and the state tax as defined under the relevant State Goods and Services Tax statutes.
- 1.9 **“NCLT” or the “Tribunal”** means the National Company Law Tribunal, Mumbai bench as constituted and authorised as per the provisions of the Companies Act, 2013 for approving any Scheme of Arrangement, compromise or reconstruction of Companies under section 230 to 232 of the Companies Act, 2013.
- 1.10 **“Resulting Company” or “Neurofocus Systems”** means Neurofocus Systems & Services Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 6th Floor, C Block, Godrej IT Park, Godrej Business District, Phirojsha Nagar, LBS Marg, Vikhroli West, Mumbai - 400079.



1.11 **“Remaining Business”** means the business and undertaking of the Demerged Company other than the Demerged Undertaking.

1.12 **“Scheme” or “the Scheme” or “this Scheme” or “this Scheme of Arrangement”** means this Scheme of Arrangement in its present form (along with any annexures, schedules, etc., annexed/attached thereto) or with any modification(s) and amendments made under Clause 15 of this Scheme from time to time and with appropriate approvals and sanctions as imposed or directed by the NCLT or such other competent authority, as maybe required under the Act, as applicable, and under all the other applicable laws.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme as set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made as per Clause 15 of the Scheme shall be effective from the Appointed Date, but shall be operative from the Effective Date.

3. SHARE CAPITAL

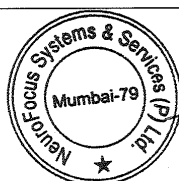
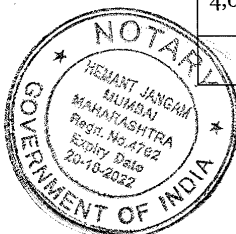
3.1 The share capital of the Demerged Company as on March 31, 2019 was as under

Particulars	Amount in Rs.
<u>Authorised</u>	
49,99,450 Equity Shares of Rs 100/- each	49,99,45,000
550 5% Unsecured cumulative Redeemable Preference Shares of INR 100 each	55,000
TOTAL	50,00,00,000
<u>Issued, Subscribed & Paid-up</u>	
23,25,523 Equity Shares of Rs 100/- each	23,25,52,300
TOTAL	23,25,52,300

From March 31, 2019 until the date of the Scheme being approved by the Board of Directors of the Demerged Company, there has been no change in the authorised, issued, subscribed and paid-up share capital.

3.2 The share capital of the Resulting Company as on March 31, 2019 was as under:

Particulars	Amount in Rs.
<u>Authorised</u>	
4,00,000 Equity Shares of Rs 10 each	40,00,000
TOTAL	40,00,000



177

Particulars	Amount in Rs.
<u>Issued, Subscribed & Paid-up</u>	
3,70,180 Equity Shares of Rs 10 each	37,01,800
TOTAL	37,01,800

From March 31, 2019 until the date of the Scheme being approved by the Board of Directors of the Resulting Company, there has been no change in the authorised, issued, subscribed and paid-up share capital.

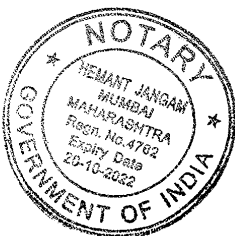
PART II - DEMERGER

TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING FROM THE DEMERGED COMPANY TO THE RESULTING COMPANY

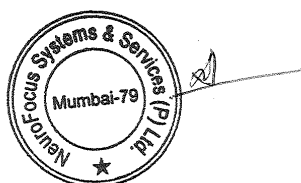
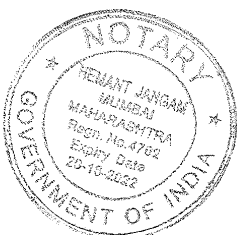
4. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING

- 4.1 With effect from the Appointed Date, the Demerged Undertaking shall, in accordance with Section 2(19AA) of the Income-tax Act, 1961, stand transferred to and vested in or deemed to be transferred to and vested into the Resulting Company as a going concern and all the properties whether movable or immovable, real or personal, corporeal or incorporeal, present or contingent, work in progress, current assets, deposits, investments, provisions, funds, entitlements, licenses, registrations, trade names, trademarks, leases, tenancy rights, flats, telephones, telexes, facsimile, connections, email connections, internet connections, installations and utilities, benefits of agreements and arrangements, powers, authorities, permits, allotments, approvals, permissions, sanctions, consents, privileges, liberties, easements and all the rights, titles, interests, other benefits (including tax benefits under any law if transferrable), tax holiday benefit, incentives, credits (including tax credits under any law if transferrable), tax losses and advantages of whatsoever nature and where so ever situated belonging to or in possession of or granted in favour of or enjoyed by Demerged Undertaking shall be transferred to and vested in or deemed to be transferred to and vested in the Resulting Company in the following manner:

- 4.1.1 With effect from the Appointed Date, the whole of the said assets, as aforesaid, of the Demerged Undertaking of whatsoever nature and wherever situated and incapable of passing by manual delivery and/or endorsement or otherwise shall, under the provisions of Sections 230 to 232 and all other provisions, if any of the Act, without any further act or deed be transferred to and vested in and/or deemed to be transferred to and vested in the Resulting Company so as to vest all the rights, title and interest of Demerged Undertaking therein in the Resulting Company.



- 4.1.2 With effect from the Appointed Date all the movable assets including cash in hand, if any, of Demerged Undertaking, capable of passing by manual delivery and/or by endorsement shall be so delivered and/or endorsed to the Resulting Company as the case may be. On such delivery and/or endorsement, the same shall become the property of the Resulting Company to the end and intent that the ownership and property therein passes to the Resulting Company on such handing over in pursuance of the provisions of Section 230 to 232 of the Act.
- 4.1.3 In respect of the movable properties of Demerged Undertaking including sundry debtors, loans, receivables, advances, if any, recoverable in cash or kind or for value bank balances and deposits, if any, with the Government, semi-Government, local and other authorities and bodies, companies, firm, individuals, trusts, etc., the Resulting 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, give notices in such form as it may deem fit and proper, to each person, debtors or depositors, as the case may be, that pursuant to the NCLT having sanctioned the Scheme, the said debt, loan, receivable, advance or deposit be paid or made good or held on account of the Resulting Company as the person entitled thereto to the end and intent that the right of the Demerged Company to recover or realize all such debts (including the debts payable by such persons or depositors to the Demerged Company) stands transferred and assigned to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid change.
- 4.1.4 With effect from the Appointed Date, all debts, liabilities, duties, obligations of every kind, nature and description including all income taxes, excise duty, custom duty, sales tax, value added tax, service tax, goods and services tax and other government and semi government liabilities of Demerged Undertaking shall also, under the provisions of Sections 230 to 232 of the Act without any further act or deed be transferred or deemed to be transferred to the Resulting Company so as to become from the Appointed Date the debts, liabilities, duties, obligations of the Resulting Company.

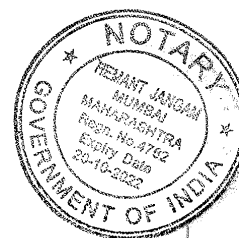
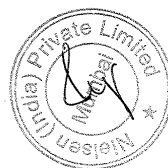


- 4.2 The transfer and/or vesting of the properties as aforesaid shall be subject to the charges, hypothecation and mortgages as on the Effective Date, if any, over or in respect of all the said assets or any part thereof of the Demerged Undertaking.

Provided that the Scheme shall not operate to enlarge the security of any loan, deposit or facility created by or available to Demerged Undertaking which shall vest in the Resulting Company by virtue of the Scheme and the Resulting Company shall not be obliged to create any further or additional security therefore after the Scheme has become effective or otherwise.

- 4.3 Without prejudice to the generality of the forgoing, it is clarified that upon the coming into effect of this Scheme, all permits, authorizations, licenses, consents, registrations, approvals, municipal permissions, industrial licenses, registrations, privileges, easements and advantages, facilities, rights concerning tangible and intangible assets, powers and interest (whether vested or contingent), pertaining to the Demerged Undertaking shall stand transferred to and vested in or shall be deemed to be transferred to and vested in the Resulting Company as if the same were originally given or issued to or executed in favour of the Resulting Company, and the rights and benefits under the same shall be available to the Resulting Company.

- 4.4 All cheques and other negotiable instruments, payment order, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Demerged Company in relation to Demerged Undertaking after the Effective Date shall be accepted by the bankers of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company or received through electronic transfers. Similarly, the banker of the Resulting Company shall honour all cheques/electronic fund transfer instructions issued by the Demerged Company in relation to Demerged Undertaking for payment after the Effective Date. If required, the bankers of the Demerged Company shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of the Demerged Company by the Resulting Company in relation to the Demerged Undertaking for such time as may be determined to be necessary by the Resulting Company for presentation and deposition of cheques, pay order and electronic transfers that have been issued/made in the name of the Resulting Company.



- 4.5 The Scheme has been drawn up to comply with the conditions relating to “Demerger” as specified under Section 2(19AA) of the Income-tax Act, 1961. If any terms or provisions of the Scheme is/are inconsistent with the provisions of Section 2(19AA), the provisions of Section 2(19AA) shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(19AA); such modification to not affect other terms or provisions of the Scheme.

5. CONSIDERATION

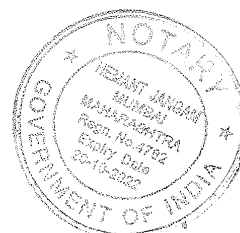
- 5.1 Upon the coming into effect of this Scheme and in consideration of transfer and vesting of the Demerged Undertaking into the Resulting Company, the Resulting Company shall without any further application or deed, issue and allot shares, credited as fully paid up, to the extent and as indicated below, to the shareholders of the Demerged Company, whose names appear in the register of shareholders as on the Effective Date or to their respective heirs, executors, administrators or other legal representatives or the successors-in-title, as the case may be in the following proportion i.e.:

“31 (Thirty One) equity shares of INR 10 each fully paid up of Neurofocus Systems to be issued for every 3 (Three) equity shares of INR 100 each fully paid up held in Nielsen India”

- 5.2 In case any shareholder of the Demerged Company gets entitled to fractional equity shares in the Resulting Company based on the exchange ratio as per Clause 5.1 above, such fractional shares shall be rounded off to the nearest integer.
- 5.3 The Resulting Company shall take necessary steps to increase or alter, if necessary, its authorised share capital suitably to enable it to issue and allot the equity shares pursuant to this Scheme.
- 5.4 The consideration in the form of equity shares shall be issued and allotted by the Resulting Company in dematerialised form to all the shareholders of the Demerged Company holding such shares in dematerialised form and in physical form to all those shareholders of the Demerged Company holding such shares in physical form.
- 5.5 The equity shares issued and allotted by the Resulting Company, in terms Clause 5.1 of this Scheme shall be subject to the provisions of Memorandum and Articles of Association of the Resulting Company and shall rank pari passu in all respects with the existing equity shares of the Resulting Company.
- 5.6 The approval of this Scheme by the members of the Resulting Company under Section 230 to 232 of the Act shall be deemed to have been the approval under Sections 42 and 62 of the Companies Act, 2013, if applicable, and all the other relevant and applicable provisions of the Act for the issue and allotment of shares by the Resulting Company to the shareholders of the Demerged Company as provided in the Scheme.



10



6. ACCOUNTING TREATMENT

The Demerged Company and the Resulting Company shall give effect to the accounting treatment in its respective books of account in the manner provided below:

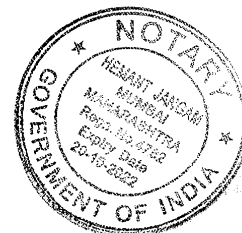
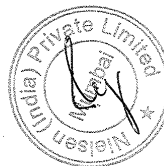
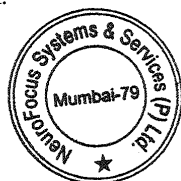
In the books of the Demerged Company

The Demerged Company shall account for the Demerged Undertaking in its books of accounts in accordance with the Indian Accounting Standards prescribed under section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles, as may be amended from time to time, in the following manner:

- 6.1 All the assets and the liabilities of the Demerged Undertaking as appearing in the books of accounts of the Demerged Company shall stand transferred to and vested in the Resulting Company pursuant to the Scheme and the book values of such assets and liabilities shall be reduced from the respective book value of assets and liabilities of the Demerged Company.
- 6.2 Inter-corporate loans and advances or deposits between the Demerged Company and the Resulting Company, if any to the extent it relates to the Demerged Undertaking, shall stand cancelled and there shall be no further obligation outstanding in this behalf.
- 6.3 The difference between the assets and liabilities relating to the Demerged Undertaking transferred to the Resulting Company as per Clause 6.1 and after making the adjustments as per Clause 6.2, if any, shall be adjusted to the Retained earnings of the Demerged Company.
- 6.4 For accounting purpose, the Scheme will be given effect from the date when all substantial conditions for the transfer of Demerged Undertaking are completed, i.e., the control is transferred in accordance with the requirements of Ind AS.

In the books of the Resulting Company

- 6.5 The Resulting Company shall credit its share capital account with the aggregate face value of the equity shares issued by it to the shareholders of the Demerged Company.
- 6.6 The Resulting Company shall record all the assets and liabilities pertaining to the Demerged Undertaking at their respective book value.
- 6.7 Loans and advances and other dues outstanding between the Demerged Company and the Resulting Company, to the extent it relates to the Demerged Undertaking, if any, will stand cancelled and there shall be no further obligation/ outstanding in that behalf.
- 6.8 The excess, if any, after recording the aforesaid entries shall be credited by the Resulting Company to the Capital Reserve account. The deficit, if any, shall be debited to Goodwill account.



- 6.9 In case of any differences in the accounting policies between the Demerged Company and the Resulting Company, the impact of the same will be quantified and adjusted in the profit and loss account of the Resulting Company to ensure that the financial statements of the Resulting Company reflect the financial position on the basis of consistent accounting policy.

The Demerged Company and the Resulting 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 other generally accepted accounting principles adopted in India.

7. LEGAL PROCEEDINGS

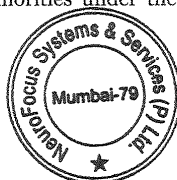
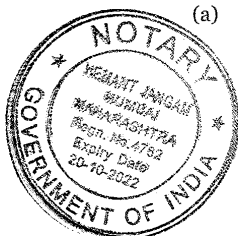
- 7.1 All legal proceedings of whatsoever nature by or against the Demerged Company in relation to the Demerged Undertaking, wherever identifiable, pending and/or arising at the Appointed Date, as and from the Effective Date shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Resulting Company in the manner and to the same extent as would or might have been continued and enforced by/or against the Demerged Company as if the Scheme had not been made.

- 7.2 All tax assessment proceedings/appeals of whatsoever nature by or against the Demerged Company in relation to the Demerged Undertaking, wherever identifiable, pending and/or arising at the Appointed Date shall be continued and/or enforced until the Effective Date by the Demerged Company. As and from the Effective Date, the tax proceedings in relation to the Demerged Undertaking, wherever identifiable, shall be continued and enforced by/or against the Resulting Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Resulting Company. Any cost pertaining to the said proceedings between the Appointed Date and the Effective Date incurred by the Demerged Company shall be reimbursed by the Resulting Company. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the demerger of the Demerged Undertaking into the Resulting Company or anything contained in the Scheme.

8. TAXATION MATTERS

- 8.1 Notwithstanding anything to the contrary contained in the Scheme, upon effectiveness of the Scheme:

- (a) The Demerged Company shall be liable for any tax payable to appropriate authorities under the Applicable Laws related to tax ('Tax Laws') and shall be

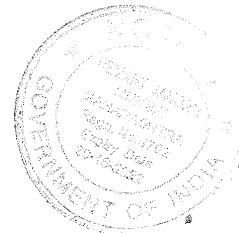


entitled to any tax refunds under the Tax Laws, which in each case, arise from the operation or activities of the Demerged Undertaking prior to the Appointed Date, regardless of whether such payments or receipts are provided or recorded in the books of the Demerged Company and whether such payments or receipts are due or realised on, before or after the Appointed Date; and

- (b) The Resulting Company shall be liable for any tax payable to appropriate authorities under the Tax Laws and shall be entitled to any tax benefits (including tax holiday benefit), incentives, tax credits, tax losses and advantages of whatsoever nature and where so ever situated belonging to or in possession of or granted in favour of or enjoyed by Demerged Undertaking (including benefit to claim deduction of any expenditure disallowed in the hands of Demerged Company prior to the Appointed date under section 43B, 40A(7) of the Income-tax Act, 1961 or any such other expenditure on fulfilment of the conditions by Resulting Company after the Appointed date) shall be transferred to and vested in or deemed to be transferred to and vested in the Resulting Company on or after the Appointed Date,

8.2 Upon the Scheme becoming effective, the Demerged Company and the Resulting Company shall be entitled to file/ revise its financial statements, income tax returns, TDS certificates, TDS returns, GST returns and other statutory returns, notwithstanding that the period for filing/revising the returns may have lapsed without incurring any liability on account of interest, penalty or any other sum. The Demerged Company and the Resulting Company shall have the right to claim refunds, TDS credits, advance tax credits, Minimum Alternate tax credit, input tax credit, credit of all taxes paid/ withheld, claim for sum prescribed under Section 43B, 40A(7) of the Income-tax Act, 1961 on payment basis, if any as may be required consequent to implementation of the Scheme.

- 8.3 Any unutilized GST credits pertaining to the Demerged Undertaking and available in the electronic input GST credit ledger of the Demerged Company maintained by GSTN or as per the Demerged Company's books of account, whichever is lower, shall notwithstanding any contained in this Clause 8, be transferred by the Demerged Company to the Resulting Company in accordance with the Applicable Laws. The Demerged Company and the Resulting Company shall take such actions as may be necessary under the Applicable Laws to effect such transfer. GST credits and GST liability pertaining to activities or operations of the Demerged Undertaking between the Appointed Date and the Effective Date shall, notwithstanding anything contained in this Clause 8 be dealt with in accordance with the Applicable Laws.



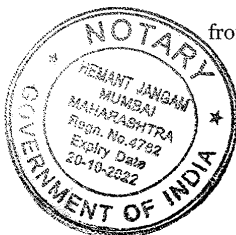
- 8.4 Without prejudice to the generality of the above, all benefits, incentives, losses, credits (including, without limitation income tax, advance tax, tax deducted at source, wealth tax, goods and services tax, service tax, excise duty, central sales tax, applicable state value added tax etc.) to which Demerged Undertaking is entitled to in terms of the Applicable Laws, shall be available to and vest in the Resulting Company, upon this Scheme coming into effect.

9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 9.1 Subject to the other provisions of the Scheme, all contracts, (including but not limited to customer contracts, leave and licence, service contracts, supplier contracts and all related writings), schemes, assurances, licenses, insurance policies, guarantees, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, and other assurances in favour of or given by the Demerged Company in relation to the Demerged Undertaking or powers or authorities granted by or to it) of whatsoever nature to which the Demerged Company is a party, or the benefit to which the Demerged Company may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favour of the Resulting Company and may be enforced as fully and effectively as if instead of the Demerged Company, the Resulting Company had been a party or beneficiary thereto. The Resulting Company shall enter into and/or issue and/or execute deeds, in writings or confirmation or enter into any tripartite agreement, confirmations or novations to which the Demerged Company will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary.
- 9.2 Further, the Resulting Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Demerged Company and to implement or carry out all formalities required on the part of the Demerged Company to give effect to the provisions of this Scheme.

10. TREATMENT OF STAFF, WORKMEN AND EMPLOYEES

- 10.1 On the Scheme becoming effective, all staff, workmen and employees pertaining to Demerged Undertaking who are in service on the date immediately preceding the Effective Date shall become staff, workmen and employees of the Resulting Company, without any break or interruption in their services, on same terms and conditions not less favourable than those on which they are engaged by the Demerged Company immediately preceding the Effective Date. The services of employees of the Demerged Company shall be considered from the date of their respective appointment with the Demerged Company for the purpose



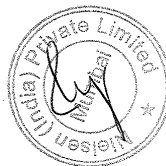
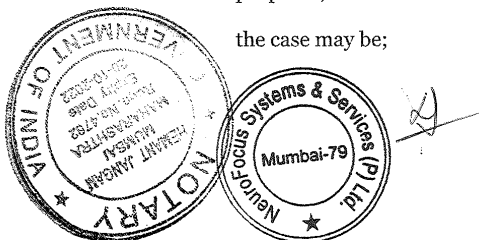
of all retirement benefits and other entitlement for which they may be eligible. The Resulting Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Demerged Company shall also be taken into account, the services of such employees shall not be treated as having been broken or interrupted for the purpose of provident fund or gratuity or superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Demerged Company.

- 10.2 It is provided that as far as the provident fund, gratuity fund and pension and/ or superannuation fund or any other special fund created or existing for the benefit of the staff, workmen and other employees of the Demerged Company are concerned upon the Scheme becoming effective, the Resulting Company shall stand substituted for the Demerged Company in respect of the employees transferred with the Demerged Undertaking for all purposes whatsoever relating to the administration or operation of such funds or trusts or in relation to the obligation to make contribution to the said funds or trusts in accordance with the provisions of such funds or trusts as provided in the respective trust deeds or other documents.
- 10.3 It is the aim and the intent of the Scheme that all the rights, duties, powers and obligations of the Demerged Undertaking in relation to such funds or trusts shall become those of the Resulting Company. The trustees including the Board of Directors of the Demerged Company and the Resulting Company or through any committee / person duly authorized by the Board of Directors in this regard shall be entitled to adopt such course of action in this regard as may be advised provided however that there shall be no discontinuation or breakage in the services of the employees of the Demerged Company.
- 10.4 With effect from the first of the dates of filing of this Scheme with NCLT and up to and including the Effective Date, the Demerged Company shall not vary or modify the terms and conditions of employment of any of its employees engaged in or in relation to the Demerged Undertaking, except with written consent of the Resulting Company.

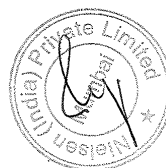
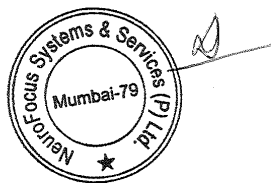
11. CONDUCT OF BUSINESSES UNTIL EFFECTIVE DATE

11.1 With effect from the Appointed Date and till the Effective Date:

- 11.1.1 The Demerged Company shall carry on and be deemed to be carrying on all its business and activities and stand possessed of its properties and assets for and on account of and in trust of the Resulting Company and all the profits/reserves accruing to Demerged Undertaking or losses arising or incurred by it shall, for all purposes, be treated as the profits/reserves or losses of the Resulting Company as the case may be;



- 11.1.2 The Demerged Company shall not utilise the profits or income, if any, relating to Demerged Undertaking for the purpose of declaring any dividend or for any other purpose in respect of the period falling on and after the Appointed Date, without prior consent of the board of directors of the Resulting Company.
- 11.1.3 The Demerged Company hereby undertakes to carry on its business until the Effective Date with reasonable diligence and shall not, without the written consent of the Resulting Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of its business;
- 11.1.4 The Demerged Company shall not vary the existing terms and conditions of service of its permanent employees relating to the Demerged Undertaking except in the ordinary course of business or without prior consent of the board of directors of the Resulting Company or pursuant to any pre-existing obligation undertaken by the Demerged Company as the case maybe, prior to the effective date
- 11.1.5 The Demerged Company shall not, without the written consent of the Resulting Company, sell, transfer or otherwise alienate, charge, mortgage or encumber or otherwise dispose of the Demerged Undertaking or any part thereof except in the ordinary course of business; and
- 11.2 The tax payments (including, without limitation income tax, goods and services tax, service tax, excise duty, central sales tax, applicable state value added tax, etc.) whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Demerged Company in relation to the Demerged Undertaking after the Appointed Date till the Effective Date, shall be deemed to be paid by the Resulting Company and shall, in all proceedings, be dealt with accordingly.
- 11.3 The Resulting 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, contract or are otherwise considered necessary, for such consents, approvals and sanctions which the Resulting Company may require to effectually own and operate the business of Demerged Undertaking.
- 11.4 With effect from the Effective Date, the Resulting Company shall commence and carry on and shall be authorized to carry on the business carried on by the Demerged Undertaking in addition to the business of the Resulting Company.



12. REMAINING BUSINESS OF THE DEMERGED COMPANY

12.1 It is clarified that the Remaining Business of the Demerged Company shall continue with the Demerged Company as follows:

- (a) All the assets, liabilities and obligations pertaining to the Remaining Business shall continue to belong to and be vested in and managed by the Demerged Company.
- (b) All legal, taxation and/or other proceedings whether civil or criminal (including proceedings 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.

12.2 With effect from the Appointed Date and upto and including the Effective Date:

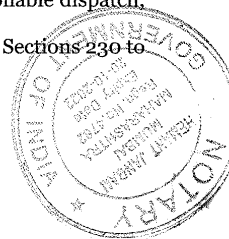
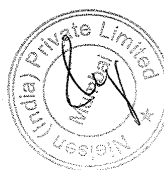
- (a) The Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business on its own behalf;
- (b) All profits accruing to the Demerged Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the 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.

13. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of business under Clause 4 above and the continuance of proceedings by or against the Resulting Company above shall not affect any transaction or proceedings already concluded by the Demerged Company in relation to the Demerged Undertaking before Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Company in respect thereto as done and executed on behalf of itself.

PART III**GENERAL TERMS & CONDITIONS****14. APPLICATION TO THE NCLT**

14.1 The Demerged Company and the Resulting Company, shall with all reasonable dispatch, make applications to the NCLT or such other appropriate authority under Sections 230 to



232 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 as may be directed by the NCLT or such other appropriate authority.

- 14.2 On the Scheme being approved by the requisite majorities of the classes of the members and/or creditors of the Demerged Company and the Resulting Company, if required, it shall, with all reasonable dispatch, apply to the NCLT or such other appropriate authority for sanctioning the Scheme under Sections 230 to 232 of the Act, and for such other order or orders, as the said NCLT or such other appropriate authority may deem fit for carrying this Scheme into effect.

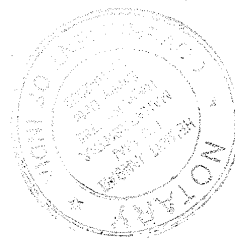
15. MODIFICATION / AMENDMENT TO THE SCHEME

Subject to approval of NCLT, the Board of Directors of respective companies, may consent, on behalf of all persons concerned, to any modifications or amendments of the Scheme or to any conditions or limitations that the NCLT may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect. For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Demerged Company and the Resulting Company be and are hereby authorised to give such directions and to take all such steps as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties whether by reason of any direction or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of this Scheme and/or any matters concerning or connected therewith.

16. CONDITIONALITY OF THE SCHEME

The Scheme is conditional upon and subject to the following:

- 16.1 The Scheme being approved by the requisite consent of the members and/or creditors of the Demerged Company and the Resulting Company as may be directed by the NCLT;
- 16.2 The sanction of the NCLT under Section 230 to 232 of the Act in favour of the Demerged Company and the Resulting Company under the said provisions and to the necessary order being obtained;
- 16.3 Certified or authenticated copy of the order of the NCLT sanctioning the Scheme being filed with the Registrar of Companies at Mumbai by the Demerged Company and the Resulting Company, as may be applicable.



17. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

- 17.1 In the event of any of the said sanctions and approvals referred to in the preceding Clause 16 not being obtained and/or the Scheme not being sanctioned by the NCLT, 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. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.
- 17.2 The Board of the Demerged Company and the Resulting Company shall be entitled to withdraw this Scheme prior to the Effective Date. It is hereby clarified that notwithstanding anything to the contrary contained in this Scheme, neither the Demerged Company nor the Resulting Company shall be entitled to withdraw the Scheme unilaterally without the prior written consent of the other party.

18. SEVERABILITY

If any part of this Scheme hereof is invalid, ruled illegal by any court or Tribunal of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the parties to the Scheme that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for such parties the benefits and obligations of the Scheme, including but not limited to such part.

19. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed), incurred in carrying out and implementing this Scheme and matters incidentals thereto, shall be borne by the Demerged Company.



[Handwritten signature]

For Nielsen (India) Private Limited

[Handwritten signature]
Authorized Signatory

