



CIN: L74999DL2017PLC322147

Registered Office: Hindustan Times House (2nd Floor), 18-20, Kasturba Gandhi Marg, New Delhi- 110 001

Ph.: +91-11-6656 1234; Fax: +91-11-6656 1270

E-mail: investor@digicontent.co.in; website: www.digicontent.co.in

NOTICE OF 5TH ANNUAL GENERAL MEETING

NOTICE is hereby given that the Fifth Annual General Meeting (third post listing of equity shares) of Members of **Digicontent Limited** will be held on **Tuesday, August 30, 2022 at 11:00 A.M.** (IST) through Video Conferencing ("VC")/Other Audio Visual Means ("OAVM"), to transact the following business:

ORDINARY BUSINESS

ITEM NO. 1

To consider and adopt:

- a) the audited standalone financial statements of the Company for the financial year ended March 31, 2022 and the report of the Board of Directors and Auditors thereon; and
- b) the audited consolidated financial statements of the Company for the financial year ended March 31, 2022 and thereport of the Auditors thereon.

ITEM NO. 2

To appoint Mr. Praveen Someshwar (DIN:01802656) as a Director, who retires by rotation, and being eligible, offers himself for re-appointment.

SPECIAL BUSINESS

ITEM NO. 3

Appointment of Mr. Lloyd Mathias (DIN: 02879668) as an Independent Director, not liable to retire by rotation

To consider and, if thought fit, to pass with or without modification(s), the following resolution as a **Special Resolution**:

"RESOLVED THAT pursuant to the provisions of Sections 149, 150, 152 read with Schedule IV and any other applicable provisions, if any, of the Companies Act, 2013 ("the Act") and rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force), applicable Regulations, if any, of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, and on the recommendation of the Nomination & Remuneration Committee and the Board of Directors, Mr. Lloyd Mathias (DIN: 02879668), who was appointed as an Additional Director (Independent), w.e.f. December 28, 2021, and in respect of whom the Company has received notice in writing under Section 160 of the Act, from a member proposing his candidature for the office of Director, be and is hereby appointed as an Independent Director of the Company, not liable to retire by rotation, with effect from December 28, 2021 upto November 30, 2026.

RESOLVED FURTHER THAT for the purpose of giving effect to the foregoing resolution, the Board of Directors of the Company be and are hereby authorised to do all such acts, deeds and things, including approving any amendments or alterations thereto as it may in its absolute discretion deem necessary, proper or desirable, and to settle any question, difficulty or doubt that may arise in respect of aforesaid without being required to seek any further consent or approval of the Members of Company.”

ITEM NO. 4

Appointment of Mr. Samudra Bhattacharya (DIN: 02797819) as a Non-Executive Director, liable to retire by rotation

To consider and, if thought fit, to pass with or without modification(s), the following resolution as an **Ordinary Resolution**:

RESOLVED THAT pursuant to the provisions of Sections 149, 152 and any other applicable provisions, if any, of the Companies Act, 2013 (“the Act”) and rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force), applicable regulations, if any, of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, and on the recommendation of the Nomination & Remuneration Committee and the Board of Directors, Mr. Samudra Bhattacharya (DIN: 02797819), who was appointed as an Additional Director in accordance with Section 161 of the Act, w. e. f. June 1, 2022, and in respect of whom the Company has received a notice in writing under Section 160 of the Act, from a member proposing his candidature for the office of Director, be and is hereby appointed as Non-Executive Director of the Company, liable to retire by rotation.

RESOLVED FURTHER THAT for the purpose of giving effect to the foregoing resolution, the Board of Directors of the Company be and are hereby authorised to do all such acts, deeds and things, including approving any amendments or alterations thereto as it may in its absolute discretion deem necessary, proper or desirable, and to settle any question, difficulty or doubt that may arise in respect of aforesaid without being required to seek any further consent or approval of the Members of Company.”

ITEM NO. 5

Approval of material Related Party Transactions between HT Digital Streams Limited (wholly-owned subsidiary company) and HT Media Limited (fellow subsidiary company) for the Financial Year 2022-23, 2023-24 and 2024-25

To consider and, if thought fit, to pass with or without modification(s), the following resolution as an **Ordinary Resolution**:

RESOLVED THAT pursuant to the provisions of Regulation 23 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”), and other applicable provisions, if any, [including any statutory modification(s) or amendment(s) thereto or re-enactment(s) thereof, for the time being in force], and on the basis of approval and recommendation of Audit Committee and Board of Directors of the Company, the approval of Members of the Company be and is hereby accorded to the following material related party transactions to be entered into by HT Digital Streams Limited (‘HTDS’), wholly-owned subsidiary company with HT Media Limited (‘HTML’), fellow subsidiary company, related parties

within the meaning of Section 2(76) of the Companies Act, 2013 and Regulation 2(1)(zb) of the SEBI Listing Regulations, as applicable, for the financial years 2022-23, 2023-24 and 2024-25 upto an aggregate value of Rs.126 Crore, Rs.152 Crore and Rs.167 Crore (excluding applicable taxes/levies), respectively, on such terms & conditions, as detailed in the explanatory statement to this Resolution and as may be mutually agreed between HTDS and HTML, provided that the said arrangements shall be carried out on arm's length basis and in the ordinary course of business of the Company:

(A) Revenue Transactions (Income for HTDS) arising out of (i) Advertisement Agreement for use of space in HTDS's media platform(s) by HTML; (ii) Participate in 'One HT Sales' arrangement; (iii) Agreement for Content procurement by HTML; (iv) Agreement for combo subscription; (v) Marketing and Technology infrastructure support for websites/microsites provided by HTDS to HTML; (vi) Ad Management services provided by HTDS to HTML; (vii) Representative Agreement for provision of collection support services and for sharing of revenue for combo orders; **(B) Business expenses for HTDS arising out of** (i) Advertisement Agreement for use of space in HTML's media platform(s) by HTDS; (ii) Infrastructure Support Services provided by HTML to HTDS; (iii) Representative Agreement for provision of collection support services and for sharing of revenue for combo orders; (iv) Agreement for Management Support & treasury Support Services provided by HTML to HTDS; (v) Agreement for Provision / receipt of digital advertising, promotion, co-promotion or any product / services from each other; and **(C) Others arising out of** (i) Reimbursement of expenses incurred on each other's behalf; (ii) Service Agreement for audio & digital Content monetisation on various media platforms - Revenue to be passed on between HTML & HTDS (reciprocal); (being arrangements in the ordinary course of business and on arm's length compliant terms).

RESOLVED FURTHER THAT for the purpose of giving effect to the foregoing resolution, the Board of Directors of the Company (which term shall be deemed to include any Committee of the Board authorized in the said behalf) be and are hereby authorised to do all such acts, deeds and things, including approving any amendments or alterations thereto as it may in its absolute discretion deem necessary, proper or desirable, and to settle any question, difficulty or doubt that may arise in respect of aforesaid without being required to seek any further consent or approval of the Members of Company."

ITEM NO. 6

Approval of material Related Party Transactions between HT Digital Streams Limited (wholly-owned subsidiary company) and Hindustan Media Ventures Limited (fellow subsidiary company) for the Financial Year 2022-23, 2023-24 and 2024-25

To consider and, if thought fit, to pass with or without modification(s), the following resolution as an **Ordinary Resolution**:

"RESOLVED THAT pursuant to the provisions of Regulation 23 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), and other applicable provisions, if any, [including any statutory modification(s) or amendment(s) thereto or re-enactment(s) thereof, for the time being in force], and on the basis of approval and recommendation of Audit Committee and Board of Directors of the Company, the approval of the Members of the Company be and is hereby accorded to the following material related party transactions to be entered into by HT Digital Streams Limited ('HTDS'), wholly-owned subsidiary company with Hindustan Media Ventures Limited ('HMLV'), fellow subsidiary company,

related parties within the meaning of Section 2(76) of the Companies Act, 2013 and Regulation 2(1)(zb) of the SEBI Listing Regulations, as applicable, for the financial years 2022-23, 2023-24 and 2024-25 upto an aggregate value of Rs.81 Crore, Rs.92 Crore and Rs.102 Crore (excluding applicable taxes/levies), respectively, on such terms & conditions, as detailed in the explanatory statement to this Resolution and as may be mutually agreed between HTDS and HMVL, provided that the said arrangements shall be carried out on arm's length basis and in the ordinary course of business of the Company:

(A) Revenue Transactions (Income for HTDS) arising out of (i) Advertisement Agreement for use of space in HTDS's media platform(s) by HMVL; (ii) Agreement for Content procurement by HMVL; (iii) Agreement for combo subscription; (iv) Marketing and Technology infrastructure support for websites/microsites provided by HTDS to HMVL; (v) Representative Agreement for provision of collection support services and for sharing of revenue for combo orders; (vi) Participate in 'One HT Sales' arrangement **(B) Business expenses for HTDS arising out of** (i) Advertisement Agreement for use of space in HMVL's media platform(s) by HTDS; (ii) Infrastructure Support Services provided by HMVL to HTDS; (iii) Participate in 'One HT Sales' arrangement; (iv) Representative Agreement for provision of collection support services and for sharing of revenue for combo orders; (v) Agreement for Provision / receipt of digital advertising, promotion, co-promotion or any product / services from each other; and **(C) Others arising out of** (i) Reimbursement of expenses incurred on each other's behalf; (ii) Service Agreement for audio & digital Content monetisation on various media platforms - Revenue to be passed on between HMVL & HTDS (reciprocal); (being arrangements in the ordinary course of business and on arm's length compliant terms).

RESOLVED FURTHER THAT for the purpose of giving effect to the foregoing resolution, the Board of Directors of the Company (which term shall be deemed to include any Committee of the Board authorized in the said behalf) be and are hereby authorised to do all such acts, deeds and things, including approving any amendments or alterations thereto as it may in its absolute discretion deem necessary, proper or desirable, and to settle any question, difficulty or doubt that may arise in respect of aforesaid without being required to seek any further consent or approval of the Members of Company."

ITEM NO. 7

Approval of material Related Party Transactions between the Company and HT Media Limited for the Financial Year 2022-23

To consider and, if thought fit, to pass with or without modification(s), the following resolution as an **Ordinary Resolution**:

"RESOLVED THAT pursuant to the provisions of Regulation 23 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), and other applicable provisions, if any, [including any statutory modification(s) or amendment(s) thereto or re-enactment(s) thereof, for the time being in force], and on the basis of approval and recommendation of Audit Committee and Board of Directors of the Company, the approval of the Members of the Company be and is hereby accorded to the following material related party transactions to be entered into by the Company with HT Media Limited ('HTML'), fellow subsidiary company, related party within the meaning of Section 2(76) of the Companies Act, 2013 and Regulation 2(1)(zb) of the SEBI Listing Regulations, as applicable, for financial year 2022-23, upto an aggregate value of Rs.122 Crore (excluding applicable taxes/levies), on such terms &

conditions, as detailed in the explanatory statement to this Resolution and as may be mutually agreed between the Company and HTML, provided that the said arrangements shall be carried out on arm's length basis and in the ordinary course of business of the Company:

(A) Revenue Transactions (Income for DCL) arising out of (i) Media-Space Sales Agreement for providing media-space advertising facilities from DCL to HTML; (ii) Representative Agreement for provision of media marketing support & collection support services and for sharing of revenue for combo orders **(B) Business expenses for DCL arising out of** (i) Media-Space Sales Agreement for providing media-space advertising facilities from HTML to DCL; (ii) Infrastructure Support Services provided by HTML to DCL; (iii) Representative Agreement for receipt of media marketing support & collection support services and for sharing of revenue for combo orders; (iv) Agreement for receipt of treasury Support Services; (v) Agreement for receipt of Management Support Services and **(C) Others arising out of** (i) Reimbursement of expenses incurred on each other's behalf; and (ii) Extension of existing Inter Corporate Deposit (ICD) including accrued interest thereon from HTML to DCL, into revolving credit facility and interest expense thereon (being arrangements in the ordinary course of business and on arm's length compliant terms).

RESOLVED FURTHER THAT for the purpose of giving effect to the foregoing resolution, the Board of Directors of the Company (which term shall be deemed to include any Committee of the Board authorized in the said behalf) be and are hereby authorised to do all such acts, deeds and things, including approving any amendments or alterations thereto as it may in its absolute discretion deem necessary, proper or desirable, and to settle any question, difficulty or doubt that may arise in respect of aforesaid without being required to seek any further consent or approval of the Members of Company.”

Place: New Delhi
Date: August 1, 2022

By Order of the Board
For **Digicontent Limited**

(Arjit Gupta)
Company Secretary

NOTES:

1. Pursuant to circulars bearing no. 20/2020 dated May 5, 2020, 02/2021 dated January 13, 2021, 19/2021 dated December 8, 2021, 21/2021 dated December 14, 2021 and 02/2022 dated May 5, 2022 (“MCA Circulars”) and circular dated May 12, 2020, January 15, 2021, and May 13, 2022, issued by the Securities and Exchange Board of India (“SEBI Circulars”) and in compliance with the provisions of the Companies Act, 2013 (“the Act”) and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”), the 5th AGM of the Company is being conducted through VC/OAVM facility, which does not require physical presence of members at the venue of the Annual General Meeting (AGM). Registered Office of the Company shall be deemed to be the venue of this AGM.

2. **Since the ensuing AGM is being held pursuant to the MCA and SEBI Circulars through VC/OAVM which does not require physical attendance of Members at the AGM, the facility to appoint proxy by the Members will not be available for this AGM and therefore, Proxy Form and Attendance Slip are not annexed to this Notice.**
3. Since AGM will be held through VC/OAVM, the Route Map is not required and hence, not annexed to this Notice.
4. The Explanatory Statement as required under section 102 of the Companies Act, 2013, is annexed hereto.
5. Members are requested to carefully read the **“Procedure for joining the AGM through VC/OAVM”** and **“Procedure for Joining The AGM Through VC/OAVM and Voting at AGM”** given below in this Notice.
6. Members attending the AGM through VC/OAVM shall be counted for the purpose of reckoning the quorum under Section 103 of the Act.
7. Members of the Company under the category of Institutional Investors are encouraged to attend and vote at the AGM through VC. Institutional/Corporate Shareholders (i.e. other than individuals/HUF, NRI, etc.) are required to send a certified scanned copy (PDF/JPG Format) of its Board or governing body Resolution/authorization etc., authorizing their representative to attend the AGM through VC/OAVM on their behalf and to vote via. remote e-voting. The said resolution/authorization together with attested specimen signature(s) of the duly authorized representative(s), shall be sent by email to the Scrutinizer at e-mail id: **sanketjaincs@gmail.com** with a copy marked to **evoting@Kfintech.com** It is also requested to upload the same in the e-voting module.
8. Pursuant to the provisions of Regulation 36 of SEBI Listing Regulations and Secretarial Standard on General Meetings (SS-2) issued by the Institute of Company Secretaries of India, details of Directors seeking appointment/re-appointment at this AGM, are given as Annexure to this notice.
9. All investor related communication may be addressed to Kfin Technologies Limited (Kfin/RTA) at the following address:
Kfin Technologies Limited
Unit: Digicontent Limited
Selenium Tower B Plot No. 31 & 32 Gachibowli,
Financial District, Nanakramguda Serilingampally Mandal
Hyderabad – 500 032
Toll free number - 1800-309-4001
E-mail: einward.ris@Kfintech.com
Website: www.kfintech.com
10. In compliance with above mentioned circulars of MCA and SEBI, the Notice calling this AGM along with the Annual Report for FY-22 is being sent only by electronic mode to those Members whose e-mail addresses are registered with the Depository Participants or the Company's RTA. Members may kindly note that the Notice of AGM and Annual Report for FY-22 will also be available on the Company's website viz. **www.digicontent.co.in** and website of the stock exchanges i.e. BSE Limited and National Stock Exchange of India Limited (**www.bseindia.com** and **www.nseindia.com**).
11. In order to enable the Company to comply with MCA circulars issued for holding AGM via VC/OAVM and to participate in the green initiative in Corporate Governance, members are requested to register their email addresses in respect of shares held in electronic form with

their Depository Participant(s) and in respect of shares held in physical form by clicking at <https://ris.kfintech.com/clientservices/mobilereg/mobileemailreg.aspx> or by writing to the RTA with details of folio number and self-attested copy of PAN card at Kfin Technologies Limited, Unit: Digicontent Limited, Selenium Tower B, Plot Nos. 31 & 32, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad – 500032 or by sending email to einward.ris@kfintech.com. Members are advised to receive the Notice convening the AGM and Annual Report for FY-22 via e-mail, by updating their email ID by accessing the link <https://ris.kfintech.com/clientservices/mobilereg/mobileemailreg.aspx>. Alternatively, Notice of AGM can be downloaded through <https://evoting.kfintech.com/public/Downloads.aspx>.

12. Members holding shares in physical form can avail the facility of nomination on their shareholding pursuant to the provisions of Section 72 of the Act and for the same, they are advised to send their nomination in the prescribed Form No. SH-13 to Kfin at the above mentioned address. Members holding shares in electronic form may contact their respective Depository Participant(s) for availing this facility. The members may also visit Company's website viz. www.digicontent.co.in and website of RTA viz. www.kfintech.com for downloading Form SH-13 and other Nomination and KYC related documents.
13. SEBI has mandated submission of Permanent Account Number (PAN) by every participant in securities market. Members holding shares in electronic mode are, therefore, requested to submit their PAN to their Depository Participants with whom they are maintaining their demat accounts. However, Members holding shares in physical mode can submit their PAN to the Company/Kfin.
14. SEBI vide its notification dated January 24, 2022 has mandated that all requests for transfer of securities including transmission and transposition requests shall be processed only in dematerialized form. In view of the same and to eliminate all risks associated with physical shares and avail various benefits of dematerialization Members are advised to dematerialise the shares held by them in physical form. Members can contact the Company or RTA viz. Kfin, for assistance in this regard.
15. Pursuant to SEBI Circular No. SEBI/HO/MIRSD/MIRSD_RTAMB/P/CIR/2021/655 dated November 3, 2021, Members holding shares in physical format are requested to update with Kfin, the KYC details w.r.t. postal address, e-mail address, telephone/ mobile numbers, Permanent Account Number (PAN), mandates, nominations, in prescribed Form ISR-1. A communication in this regard has also been sent, through post to the shareholders. Members may visit the website of the Company for relevant formats. Members are further requested to quote their folio numbers/Client ID/DP ID in all correspondence.
16. Members holding shares in physical form in identical order of names in more than one folio are requested to send to the Company or RTA, details of such folios together with the share certificates and KYC proof(s) viz. PAN, Aadhar etc. for consolidating their holding in one folio.
17. Members are requested to send their queries, if any, on the financial statements/operations of the Company, via email to the Company Secretary at investor@digicontent.co.in, atleast 7 days before the AGM, so that the information can be compiled in advance.
18. The documents referred to in this Notice are available for inspection electronically without any fee by the Members on all business days (except Saturday, Sunday and Public Holidays) upto the date of AGM. The Register of Directors, Key Managerial Personnel and their shareholding maintained under Section 170 of the Act and the Register of Contracts and Arrangements, in which Directors are interested, maintained under Section 189 of the Act, will be available for inspection electronically by the members during the AGM. Members seeking to inspect such

documents may send request from their email id registered with the Company/RTA to the Company at investor@digicontent.co.in.

19. Pursuant to the provisions of Section 108 and other applicable provisions, if any, of the Act read with the Companies (Management and Administration) Rules, 2014, as amended, and Regulation 44 of SEBI LODR, the Company is providing to its members facility to exercise their right to vote on the Resolutions as set out in notice of AGM by electronic means (“e-voting”). Members may cast their votes remotely, using an electronic voting system on the dates mentioned herein below (“remote e-voting”). The facility for voting through electronic voting system will also be available during the AGM (“InstaPoll”) and members attending the AGM who have not cast their vote(s) by remote e-voting, will be able to cast their vote at the meeting through InstaPoll. The Company has engaged the services of Kfin as the agency to provide e-voting facility at the AGM.

20. **The remote e-voting facility will be available during the following period:**

Commencement of remote e-voting	From 9.00 a.m. (Server time) on August 26, 2022 (Friday)
End of remote e-voting	Up to 5.00 p.m. (Server time) on August 29, 2022 (Monday)

Remote e-voting will not be allowed beyond the aforesaid date and time and the remote e-voting module shall be forthwith disabled by Kfin upon expiry of aforesaid period.

21. Persons whose name appears in the Register of Member/list of Beneficial Owners as on **August 23, 2022 (Cut-off date)** shall be entitled to cast their vote by remote e-voting on the resolutions set forth in this Notice or participating at the AGM and vote through InstaPoll. Any person who is not a Member as on the Cut-off date should treat this Notice for information purpose only.
22. The Board of Directors has appointed Mr. Sanket Jain, Company Secretary-in-Practice (C.P. No. 12583) or failing him Mr. N. C. Khanna, Company Secretary in practice (C.P. No. 5143) or failing him Mr. Lalit Chaudhary, Company Secretary in practice (C.P. No. 15889) as Scrutinizer to scrutinize the remote e-voting and InstaPoll process in a fair and transparent manner and they have communicated their willingness to get appointed and will be available for the said purpose.
23. After conclusion of e-voting at the AGM, Scrutinizer will scrutinize the votes cast via InstaPoll and remote e-voting, and make a consolidated Scrutinizer’s Report submission to the Chairman or any other person authorized by him.
24. The result of e-voting (remote e-voting and InstaPoll) will be declared within two working days of the conclusion of AGM and the same, along with the consolidated Scrutinizer’s Report, will be placed on Company’s website viz. www.digicontent.co.in and on the website of Kfin viz. <https://evoting.kfintech.com>. The result will be simultaneously communicated to the stock exchanges viz. BSE Limited, National Stock Exchange of India Limited, National Securities Depository Limited and Central Depository Services (India) Limited. The Company will also display the result at its Registered Office.
25. The resolutions as set out in the notice of AGM shall be deemed to be passed on the date of AGM, subject to receipt of requisite number of votes in favour of the resolution(s).
26. Any person holding shares in physical form, and non-individual shareholders who acquire shares of the Company and become members of the Company after the Notice is sent and holding shares as of the cut-off date, i.e. August 23, 2022, may obtain the login ID and password by sending a request at einward.ris@kfintech.com. However, if he / she is already registered for remote e-voting, then he / she can use his / her existing user ID and password for casting the vote. In case of individual shareholders holding securities

in demat mode, who acquire shares of the Company and become members of the Company after the Notice is sent and holding shares as of the cut-off date i.e. August 23, 2022, may follow steps as below.

The process and manner of remote e-Voting, attending AGM through VC / OAVM and e-Voting at AGM is as under:

PROCEDURE TO CAST VOTE THROUGH REMOTE E-VOTING

Pursuant to SEBI circular no. SEBI/HO/CFD/CMD/CIR/P/2020/242 dated December 9, 2020 on “e-Voting facility provided by Listed Entities”, e-Voting process has been enabled for all Individual members holding shares in demat mode, by way of single login credential, through their demat accounts/websites of Depositories/ Depository Participants (DPs), in order to increase the efficiency of the voting process. They can cast vote on the resolutions, without registering with e-Voting Service Provider (ESP) viz. Kfin Technologies Limited (“Kfin”).

1. **Individual members holding shares in demat mode:** Access to Depositories e-Voting system and process to cast vote
2. **Members other than “Individuals holding shares of the Company in demat mode”:** Access to Kfin e-Voting system and process to cast vote

1. Individual members holding shares in demat mode: Access to Depositories e-Voting system and process to cast vote

National Securities Depository Limited (NSDL)	Central Depository Services (India) Limited (CDSL)
<p>1. User already registered for IDeAS facility:</p> <ol style="list-style-type: none"> (i) URL: https://eservices.nsd.com (ii) Click on the “Beneficial Owner” icon under ‘IDeAS’ section. (iii) On the new page, enter User ID and Password. Post successful authentication, click on “Access to e-Voting” (iv) Click on company name: “Digicontent Limited” (DCL) or e-Voting service provider “K-Fintech” and then you will be re-directed to K-Fintech’s e-Voting page to cast vote during the remote e-Voting period. <p>2. User not registered for IDeAS facility:</p> <ol style="list-style-type: none"> (i) To register click on link: https://eservices.nsd.com and select “Register Online for IDeAS” <p style="text-align: center;">OR</p> <p>https://eservices.nsd.com/SecureWeb/deasDirectReg.jsp</p> <ol style="list-style-type: none"> (ii) Proceed with completing the required fields. (iii) Follow steps given in point no. 1 above <p>3. Alternatively, by directly accessing the e-Voting website of NSDL:</p> <ol style="list-style-type: none"> (i) Open URL: https://www.evoting.nsd.com/ 	<p>1. User already registered for Easi / Easiest:</p> <ol style="list-style-type: none"> (i) URL: https://web.cdslindia.com/myeasi/home/login <p style="text-align: center;">OR</p> <p>www.cdslindia.com and click on “Login” and select “New System Myeasi”</p> <ol style="list-style-type: none"> (ii) Enter your user id and password. (iii) Post successful authentication, please click on ‘E-voting’ (iv) You will be requested to select the name of the Company: “Digicontent Limited” (DCL) or Kfin and then you will be re-directed to Kfin’s e-Voting page to cast the vote during the remote e-Voting period. <p>2. User not registered for Easi/Easiest:</p> <ol style="list-style-type: none"> (i) To register click on the link: https://web.cdslindia.com/myeasi/Registration/EasiRegistration (ii) Proceed with completing the required fields. (iii) Follow steps given in point no. 1 above <p>3. Alternatively, by directly accessing the e-Voting website of CDSL:</p> <ol style="list-style-type: none"> (i) Open URL: www.cdslindia.com and select “E Voting”

<ul style="list-style-type: none"> (ii) Click on the icon “Login” available under ‘Shareholder/Member’ section. (iii) On the Login page, enter your User ID (i.e. your 16 character demat account number held with NSDL), Password / OTP and a Verification Code as shown on the screen. (iv) Post successful authentication, click on company name: “Digicontent Limited” (DCL) or e-Voting service provider “K-Fintech” and then you will be re-directed to K-Fintech’s e-Voting page to cast vote during the remote e-Voting period. 	<ul style="list-style-type: none"> (ii) Provide BO ID/ demat account number and PAN (iii) System will authenticate user by sending OTP on registered Mobile & Email as recorded in the demat Account. (iv) You will be requested to select the name of the Company: “Digicontent Limited” (DCL) or Kfin and then you will be re-directed to Kfin’s e-Voting page to cast the vote during the remote e-Voting period.
<p>Procedure to login through demat account/website of Depository Participant (DP)</p>	<ul style="list-style-type: none"> (i) You can also login using the credentials of your demat account through your DP registered with NSDL/CDSL for remote e-Voting facility. (ii) Once logged-in, you will be able to see “e-Voting” option. Once you click on “e-Voting” option and after successful authentication, you will be re-directed to e-voting module of NSDL/CDSL. (iii) Click on options available against company name: Digicontent Limited or e-Voting service provider: Kfin and you will be re-directed to e-Voting website of Kfin for casting your vote during the remote e-Voting period.

After successful login, as explained above, the individual members holding shares in demat mode, are requested to follow steps (f) to (k) mentioned under point no. 2(I)(A) below, to cast their vote.

Members who are unable to retrieve User ID/ Password are advised to use “Forget User ID”/“Forget Password” option available the websites of Depositories/DP.

Members facing any technical issue on NSDL website	Members facing any technical issue on CDSL website
Members facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.co.in or call at toll free no.: 1800-1020-990/ 1800-224-430	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at 022- 23058738 or 22-23058542-43.

2. Members other than “Individuals holding shares of the Company in demat mode”: Access to Kfin e-Voting system and process to cast vote

- I. **(A) Members whose e-mail addresses are registered with the Company/Depository Participant(s) and have received email from Kfin with login credentials. Please follow the below process:**
 - (a) **Launch internet browser by typing the URL: <https://evoting.kfintech.com/>**
 - (b) Enter the login credentials (User ID and password given in the e-mail). The E-Voting Event Number + Folio No. or DP ID Client ID will be your User ID. However, if you are already registered with Kfin for e-voting, you can use the existing password for logging in. If required, please visit <https://evoting.kfintech.com/> or contact at **040-6716222/ 1800-309-4001** (from 9:00 a.m. to 6:00 p.m.) for your existing password.
 - (c) After entering these details appropriately, click on “**LOGIN**”.
 - (d) You will now reach Password Change Menu wherein you are required to mandatorily change your password upon logging in for the first time. The new password shall comprise of minimum 8 characters with at least one upper case (A-Z), one lower case (a-z), one numeric (0-9) and a special character (@,#,\$,etc.). The system will prompt you to change your password and update your contact details like mobile number, e-mail address, etc. on first

login. You may also enter a secret question and answer of your choice to retrieve your password in case you forget it. It is strongly recommended that you do not share your password with any other person and that you take utmost care to keep your password confidential.

- (e) You need to login again with the new credentials.
- (f) On successful login, the system will prompt you to select the E-Voting Event Number (EVEN) for Name of the Company viz. Digicontent Limited.
- (g) On the voting page, enter the number of shares held by you as on the Cut-off date under either "FOR" or "AGAINST" or alternatively, you may partially enter any number under "FOR"/"AGAINST", but the total number under "FOR"/"AGAINST" taken together should not exceed your total shareholding as on the cut-off date. You may also choose to "ABSTAIN" and vote will not be counted under either head.
- (h) Members holding shares under multiple folios/demat accounts shall choose the voting process separately for each of the folios/demat accounts.
- (i) Voting has to be done for each item of the Notice separately. In case you do not desire to cast your vote on any specific item, it will be treated as "ABSTAINED".
- (j) You may then cast your vote by selecting an appropriate option and click on "SUBMIT".
- (k) A confirmation box will be displayed. Click "OK" to confirm, else "CANCEL" to modify.
- (l) Once you confirm, you will not be allowed to modify your vote.
- (m) Corporate/Institutional Members (i.e., other than Individuals, HUFs, NRIs, etc.) are also required to send legible scanned certified true copy (in PDF Format) of the Board Resolution/Power of Attorney/Authority Letter, etc., together with attested specimen signature(s) of the duly authorized representative(s), to the Scrutinizer at e-mail id: sanketjaincs@gmail.com with a copy marked to evoting@Kfintech.com. It is also requested to upload the same in the e-voting module in their login. The naming format of the aforesaid legible scanned document shall be "Corporate Name EVENT NO."

(B) Member whose e-mail address is not registered/updated with the Company/Kfin/Depository Participant(s). Please follow the below process to generate your login credentials:

- (a) Members holding shares in physical mode, who have not registered/ updated their email addresses with the Company, are requested to register/ update the same by clicking on <https://ris.kfintech.com/clientservices/mobilereg/mobileemailreg.aspx> or by writing to the Company with details of folio number and attaching a self-attested copy of PAN card at investor@digicontent.co.in or to Kfin at einward.ris@Kfintech.com.
 - (b) Members holding shares in dematerialized mode who have not registered their e-mail addresses with their Depository Participant(s) are requested to register/update their email addresses with the Depository Participant(s) with whom they maintain their demat accounts. For the limited purpose of receiving the login credentials for this AGM you can also use the link <https://ris.kfintech.com/clientservices/mobilereg/mobileemailreg.aspx> to register their e-mail address.
 - (c) After due verification, the Company/Kfin will forward your login credentials to your registered email address.
 - (d) Follow the instructions at I (A) (a) to (m) to cast your vote.
- II. You can also update your mobile number and e-mail id in the "user profile details" in your e-voting login on <https://e-voting.kfintech.com> which may be used for sending further communication.
- III. Once the vote on a resolution has been cast by a member, whether partially or otherwise, the member shall not be allowed to change it subsequently or cast the vote again.
- IV. Any person who becomes a member of the Company after dispatch of the Notice of the AGM and holding shares as on the Cut-off Date may obtain the User ID and password from Kfin in the manner as mentioned below:
- (a) If the mobile number of the member is registered against Folio No./DP ID Client ID, the member may send SMS: MYEPWD <space> E-Voting Event Number+Folio No. or DP ID Client ID to +91-9212993399

Example for NSDL: MYEPWD <SPACE>
IN12345612345678 Example for CDSL:
MYEPWD <SPACE> 1402345612345678
Example for Physical: MYEPWD <SPACE> XXXX1234567890

- (b) If e-mail address or mobile number of the member is registered against Folio No./DP ID Client ID, then on the home page of <https://evoting.kfintech.com>, the member may click “Forgot Password” and enter Folio No. or DP ID Client ID and PAN to generate a password.
 - (c) Member may send an e-mail request to <https://evoting.kfintech.com> requesting User ID and Password. After due verification of the request, user id and password will be sent to the members.
- V. In case of any query/grievance, in respect of e-voting, Members may refer to the Help & FAQs section/E-voting user manual available at the “Downloads” section of Kfin’s website: <https://evoting.kfintech.com> or contact Mr. Rajkumar Kale, Asst. Vice President, Kfin Technologies Limited, Unit: Digicontent Limited, Selenium Tower B, Plot 31-32, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad 500 032 | Phone No.: +91-040-67162222 | Toll- free No.: 040- 67162222/ 1800-309-4001 | E-mail: evoting@Kfintech.com.

PROCEDURE FOR JOINING THE AGM THROUGH VC/OAVM AND VOTING AT AGM:

The Company is providing VC/OAVM facility to its Members for participating at the AGM.

- a) Members will be able to attend the AGM through VC at <https://emeetings.KFintech.com> by using their e-voting login credentials provided in the email received from the Company/Kfin.

Members are requested to follow the procedure given below:

- i. Launch internet browser (chrome/firefox/safari) by typing the URL: <https://emeetings.KFintech.com>
 - ii. Enter the login credentials
 - iii. After logging in, click on “Video Conference” option
 - iv. Then click on camera icon appearing against AGM event of Digicontent Limited, to attend the AGM.
- b) Members will be allowed to attend the AGM through VC/OAVM on first come, first served basis.
 - c) Members who would like to express their views or ask questions during the AGM may register themselves by logging on to <https://emeetings.Kfintech.com> and clicking on the ‘Speaker Registration’ option available on the screen after log in. The Speaker Registration will be open from August 25, 2022 (9:00 a.m. IST) till August 27, 2022 (5:00 p.m. IST). Only those members who have registered themselves as speaker will be allowed to express their views or ask questions at the AGM. The Company reserves the right to restrict the number of questions and speakers, depending upon availability of time as appropriate for smooth conduct of the AGM. Members are requested to wait for their turn to be called during the Question and Answer Session. Due to inherent limitation of transmission and coordination during the AGM, the Company may have to dispense with or curtail the Question and Answer Session. Hence, Members are encouraged to get themselves registered in advance to ask questions/queries etc. at the AGM.
 - d) Facility to join the meeting shall be opened 30 minutes before the scheduled time of the AGM and shall be kept open throughout the proceedings of the AGM.
 - e) Members are encouraged to join the Meeting through Laptops for better experience.
 - f) Further Members will be required to allow Camera and use Internet with a good speed to avoid any disturbance during the meeting.
 - g) Please note that Participants Connecting from Mobile Devices or Tablets or through Laptop connecting via Mobile Hotspot may experience Audio/Video loss due to Fluctuation in their respective network. It is therefore, recommended to use Stable Wi-Fi or LAN Connection to mitigate any kind of aforesaid glitches.
 - h) Shareholders who would like to express their views/have questions may send their questions in advance mentioning their name demat account number/folio number, email id, mobile number at investor@digicontent.co.in. The same will be replied by the company suitably.

i) **Voting at AGM (“InstaPoll”):**

- Facility to cast vote through InstaPoll will be made available on Video Conferencing screen and will be activated once the InstaPoll is announced at the AGM.
- Member can opt for only single mode of voting per EVEN, i.e., through remote e-voting or voting at the AGM (InstaPoll). If a member casts vote(s) by both modes, then voting done through remote e-voting shall prevail and vote(s) cast at the Meeting shall be treated as “INVALID”.
- In case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote at the AGM.

j) Members who need assistance before or during the AGM can contact Kfin at evoting@KFintech.com or call at 1800-309-4001. Kindly quote your name, DP ID-Client ID/Folio no. and E-voting Event Number in all your communications.

STATEMENT IN RESPECT OF THE SPECIAL BUSINESS PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013

Item No. 3

The Board of Directors on the basis of the recommendations of the Nomination and Remuneration Committee (“NRC”), on December 28, 2021, had appointed Mr. Lloyd Mathias (DIN: 02879668) as an Additional Director (Independent) of the Company, not liable to retire by rotation for a period effective from December 28, 2021 upto November 30, 2026, subject to approval of the members.

Accordingly, the item for appointment of Mr. Lloyd Mathias as an Independent Director is being proposed for approval of the members at this AGM.

The Company has received a Notice from a Member in writing under Section 160 of the Companies Act, 2013 (“the Act”) proposing his candidature for the office of Director.

Brief Profile of Mr. Lloyd Mathias is mentioned below:

Mr. Lloyd Mathias is an Angel Investor and Business Strategist. He is a Board Member and Advisor to companies in the technology and consumer space. He invests, advises and collaborates with founders of early stage companies in the areas of AI, EdTech, consumer internet, data analytics and digital technology. Mr. Mathias has held senior leadership roles in Fortune 500 companies across India and APAC. He was the marketing head of HP Inc’s \$12 Billion PC business for the APAC region based in Singapore till 2018. In previous corporate roles he was President & CMO of Tata Docomo, Country Sales Director for Motorola, Executive VP and Category Director for PepsiCo India and South Asia. Mr. Mathias has been Chairman of MRUCI, publishers of the Indian Readership Survey IRS. He was also Chairman of Mobile Asia – Asia’s largest mobile phone expo and Co-Chairman of the Device Strategy Council of the Mobility Development Group, USA- a body of global CDMA Telecom operators.

Further, details in pursuant to Regulation 36 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”) and Secretarial Standard on General Meetings (SS-2) are provided in **Annexure A** to this Notice.

The Company has also received from Mr. Mathias his consent along with other relevant disclosures including declarations that he is not disqualified to act as Director in terms of provisions of the Act and that he meets the criteria of independence as provided under Section 149(6) of the Act and rules framed thereunder and regulation 16(1)(b) of the SEBI Listing Regulations. Mr. Mathias is independent of the management and in the opinion of the Board of Directors, he fulfils the conditions specified in the Act and SEBI Listing Regulations for his appointment as an Independent Director of the Company. Mr. Mathias is not debarred from holding the office of director by virtue of any SEBI order or any other such authority and have successfully registered himself in the Independent Director’s databank maintained by the Indian Institute of Corporate Affairs.

The NRC and Board of Directors considers that his association would be of immense benefit to the Company, and it is desirable to avail services of Mr. Mathias as an Independent Director. Mr. Mathias would bring with him immense experience and knowledge of entertainment and digital innovation industry, his skills in general management, accounting and finance, information technology and problem solving skills among others, as being key requirements for this role.

The electronic copy of the draft letter for appointment of Mr. Mathias as an Independent Director setting out the terms and conditions will be available on the website of the Company at www.digicontent.co.in.

Except Mr. Mathias, being an appointee, none of the Directors and Key Managerial Personnel of the Company and their relatives is concerned or interested, financially or otherwise, in the resolution set out at Item No. 3 of the accompanying Notice of the 5th AGM. Mr. Mathias is not related to any Director or Key Managerial Personnel of the Company. As an Independent Director, he is entitled to remuneration by way of sitting fees for attending meeting(s) of the Board of Directors or Committee(s) thereof or for any other purpose, whatsoever as may be decided by the Board of Directors of the Company in accordance with the provisions of the Companies Act, 2013 and rules made thereunder. While the Company currently is not paying any commission to Directors, he is also entitled to remuneration by way of commission, subject to provisions of the Act and in accordance with Remuneration Policy of the Company.

The NRC and the Board of Directors commend the resolution set out under Item no. 3 of the Notice for approval of the Members by way of Special Resolution.

Item No. 4

In terms of Section 161 and other applicable provisions of the Companies Act, 2013 (“the Act”), Rules made thereunder, Articles of Association of the Company and upon due recommendation of Nomination and Remuneration Committee (“NRC”), the Board of Directors had appointed Mr. Samudra Bhattacharya (DIN: 02797819) as an Additional Director (Non-Executive) of the Company w.e.f. June 1, 2022, to hold office upto the ensuing Annual General Meeting (“AGM”).

Effective January 1, 2022, Regulation 17(1C) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”), requires listed entity to obtain the approval of the shareholders, for appointment of any person on the Board of Directors, in the next general meeting or within three months from the date of appointment, whichever is earlier.

Accordingly, the item for appointment of Mr. Samudra Bhattacharya, as Non-Executive Director, on the Board of Directors of the Company, is being proposed for approval of the members at this AGM, i.e. within 3 months from the date of his appointment.

The Company has received a notice from a Member in writing under Section 160 of the Act proposing his candidature for the office of Director. Mr. Bhattacharya has also provided relevant disclosures including consent to act as Director and a declaration that he is not disqualified to act as Director in terms of provisions of the Act.

Brief Profile of Mr. Samudra Bhattacharya is mentioned below:

Mr. Samudra Bhattacharya, after graduating from the Indian Institute of Management at Lucknow in 1995, has worked across several roles and geographical locations for the last 24 years. He started his career with P&G in India and after 4 years, joined Asian Paints in the Middle East where he served in Sales & Marketing as well as General Management roles for almost 7 years. He then joined PepsiCo India in 2006 and has worked across several assignments spanning, line Sales, Sales & Channel Strategy, Franchise Management and General Management. In his last assignment, Mr. Bhattacharya was based at Manila, Philippines, with PepsiCo as the General Manager for the PepsiCo Joint Venture in that country. Presently, he is the Chief Executive Officer of Hindustan Media

Ventures Limited, a fellow subsidiary company. Considering the impeccable credentials of the incumbent and the requirement of the Company, the Board of Directors commends the appointment of Mr. Samudra Bhattacharya as Non-Executive Director of the Company.

Further, details in pursuant to Regulation 36 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”) and Secretarial Standard on General Meetings (SS-2) are provided in **Annexure A** to this Notice.

Mr. Samudra Bhattacharya is interested in the resolution set out at Item no. 4 with regard to his appointment as Director. His relatives may also be deemed to be interested in the resolution, to the extent of their shareholding interest, if any, in the Company.

Save and except the above, none of the Directors or Key Managerial Personnel and their relatives are, in any way, concerned or interested, financially or otherwise, in this resolution.

The Board is of the view that Mr. Bhattacharya’s knowledge, skills, expertise and experience will be of immense benefit and value to the Company and pursuant to the recommendation of the NRC, commends his appointment as a Director (Non-Executive) of the Company as set out in the Ordinary Resolution at Item No. 4 for approval by the Members.

Item No. 5 and 6

In terms of the provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (‘SEBI Listing Regulations’), a transaction with related party shall be considered material, if the transaction(s) to be entered into individually or taken together with the previous transactions during a financial year, exceeds 10% of the annual consolidated turnover of the listed company as per the last audited financial statements. Further, SEBI Listing Regulations provides that all material related party transactions shall require prior approval of the shareholders through resolution, and ***no related party shall vote to approve such resolutions whether the entity is a related party to the particular transaction or not.***

Further, in terms of the recent amendments in SEBI Listing Regulations, effective from April 1, 2022, the definition of related party transactions has been amended to include the transactions entered into by a subsidiary of the listed company with any related party of the listed company or related party of such subsidiary company. Further, if such transaction(s) during a financial year exceeds the Materiality Limit of the listed company, the same shall also require prior approval of Audit Committee & shareholders of the listed company.

HTDS & HTML:

HT Digital Streams Limited (‘HTDS’), wholly-owned subsidiary company of Digicontent Limited (DCL/Company), is engaged in business activities pertaining to Multi-Media Content Management Undertakings which includes gathering, producing and processing platform agnostic news for use in Newspaper, websites, Mobile apps etc.

On the other hand, HT Media Limited (‘HTML’), fellow subsidiary company of DCL & HTDS, is engaged, *inter-alia*, in the business of printing & publication of newspapers & periodicals, digital space and broadcasting of FM Radio.

HTML also *inter-alia* carries the digital space business and hence closely works with HTDS to achieve the business objectives, resulting into various operational transactions, as related party transactions. Both HTML and HTDS acknowledges that the related party transactions, *inter se*, will help them to carry out their business operations in seamless manner. Group’s exposure and in-depth reach to the customer base, helps HTDS, and ultimately the Company, in achieving its business objective in an effective manner.

In order to reap the benefits of synergies in the business(es) and to leverage each other's strengths & competencies, HTDS & HTML have entered into various arrangements (being related party transactions) from time to time with respect to:

- (A) Revenue Transactions (Income for HTDS) arising out of (i) Advertisement Agreement for use of space in HTDS's media platform(s) by HTML; (ii) Participate in 'One HT Sales' arrangement; (iii) Agreement for Content procurement by HTML; (iv) Agreement for combo subscription; (v) Marketing and Technology infrastructure support for websites/microsites provided by HTDS to HTML; (vi) Ad Management services provided by HTDS to HTML; (vii) Representative Agreement for provision of collection support services and for sharing of revenue for combo orders;
- (B) Business expenses for HTDS arising out of (i) Advertisement Agreement for use of space in HTML's media platform(s) by HTDS; (ii) Infrastructure Support Services provided by HTML to HTDS; (iii) Representative Agreement for provision of collection support services and for sharing of revenue for combo orders; (iv) Agreement for Management Support & treasury Support Services provided by HTML to HTDS; (v) Agreement for Provision / receipt of digital advertising, promotion, co-promotion or any product / services from each other and;
- (C) Others arising out of (i) Reimbursement of expenses incurred on each other's behalf; (ii) Service Agreement for audio & digital Content monetisation on various media platforms - Revenue to be passed on between HTML & HTDS (reciprocal).

HTDS & HMVL:

Hindustan Media Ventures Limited ('HMVL'), fellow subsidiary company of DCL & HTDS, is engaged, inter-alia, in the business of publishing 'Hindustan', a Hindi daily, and Hindi Magazines and undertakes commercial printing jobs. HMVL closely works with HTDS to achieve the business objectives, resulting into various operational transactions, as related party transactions. Both HMVL and HTDS acknowledges that the related party transactions, *inter se*, will help them to carry out their business operations in seamless manner. Group's exposure and in-depth reach to the customer base, helps HTDS, and ultimately the Company, in achieving its business objective in an effective manner.

In order to reap the benefits of synergies in the business(es) and to leverage each other's strengths & competencies, HTDS & HMVL have entered into various arrangements (being related party transactions) from time to time with respect to:

- (A) Revenue Transactions (Income for HTDS) arising out of (i) Advertisement Agreement for use of space in HTDS's media platform(s) by HMVL; (ii) Agreement for Content procurement by HMVL; (iii) Agreement for combo subscription; (iv) Marketing and Technology infrastructure support for websites/microsites provided by HTDS to HMVL; (v) Representative Agreement for provision of collection support services and for sharing of revenue for combo orders; (vi) Participate in 'One HT Sales' arrangement;
- (B) Business expenses for HTDS arising out of (i) Advertisement Agreement for use of space in HMVL's media platform(s) by HTDS; (ii) Infrastructure Support Services provided by HMVL to HTDS; (iii) Participate in 'One HT Sales' arrangement; (iv) Representative Agreement for provision of collection support services and for sharing of revenue for combo orders; (v) Agreement for Provision / receipt of digital advertising, promotion, co-promotion or any product / services from each other and;
- (C) Others arising out of (i) Reimbursement of expenses incurred on each other's behalf; (ii) Service Agreement for audio & digital Content monetisation on various media platforms - Revenue to be passed on between HMVL & HTDS (reciprocal).

Justification for transactions between HTDS&HTML and HTDS&HMLV:

These arrangements are continuing over a period of time and have yielded, inter-alia, the following benefits to the Company and HTDS:

- Considerable operational & cost efficiencies on account of:
 - greater business opportunities, enabling better economies of scale & synergies
 - administrative, managerial & scale efficiencies through optimisation of existing infrastructure facilities
 - leveraging the expertise of senior management employees to implement best practices, avoid duplication of costs & standardize the processes across all group companies in the same line of business
- Synergies for revenue generation, through:
 - increased access and reach to advertisers
 - enablement of wider and holistic products and solutions for its customers

An external independent Transfer Pricing expert has evaluated the key commercial terms of the aforesaid arrangements and has confirmed that the same are on arm's length compliant terms from Indian transfer pricing law perspective.

Audit Committee and Board of Directors of your Company have reviewed the aforesaid arrangements and concurred that the same are on 'ordinary course of business' & 'arm's length' compliant terms.

It is submitted that management estimates that the aggregate value of all related party transactions referred in Item No 5 and 6 between HTDS & HTML and HTDS & HMLV, respectively, during 3 financial years (*viz.* FY 2022-23, 2023-24 and 2024-25) under the aforesaid arrangements, are likely to exceed the materiality limit of DCL i.e. 10% of the annual consolidated turnover of DCL for the immediately preceding financial year i.e. FY 2021-22 and projected annual consolidated turnover for FY2022-23 and 2023-24 respectively. The annual consolidated turnover for financial years 2022-23 and 2023-24 are basis estimates currently. The actual percentages for FY 2023-24 and 2024-25 shall depend on the reported consolidated turnover of the Company for the immediately preceding financial year which shall be published in the Annual Reports of the Company for the respective years, post approval of the Audited Financial Statements by the Board of Directors.

Accordingly, approval of Members of DCL is sought for (i) material related party transactions between HTDS & HTML during financial years 2022-23, 2023-24 and 2024-25 upto an aggregate amount of Rs.126 Crore, Rs.152 Crore and Rs. 167 Crore (*excluding applicable taxes/levies*), respectively, and (these transactions are reciprocal in nature and therefore, the above values are taken on gross basis i.e. without netting it off against the reciprocal transaction); and (ii) material related party transactions between HTDS & HMLV during financial years 2022-23, 2023-24 and 2024-25 upto an aggregate amount of Rs. 81 Crore, Rs. 92 Crore and Rs. 102 Crore (*excluding applicable taxes/levies*), respectively, and (these transactions are reciprocal in nature and therefore, the above values are taken on gross basis i.e. without netting it off against the reciprocal transaction).

The details along with value of proposed transactions (excluding applicable taxes / levies) entered into by HTDS with its related parties, are given below as **Part-A** and **Part-B** for reference of the members:

Category of transactions	Type / Nature of Transactions	Key commercial terms
Revenue transactions (Income for HTDS)	Advertisement Agreement for use of space in HTDS's media platform(s) by HTML	<p>Provision of services from HTDS to HTML:</p> <p>HTDS may provide advertisement space/ slots to HTML on its various media platform(s) chargeable basis the actual average yield realized from standalone third-party Ad arrangements in the immediately preceding six months under the same segment/ category.</p>
	Participate in 'One HT Sales arrangement'	<p>The arrangement involves pooling of sales, marketing and other related resources by Transacting Parties as part of 'One HT' team to work on an integrated basis.</p> <p>Transacting parties share the consolidated cost of sales (direct & indirect cost incurred by each party for 'One HT' team, is considered for calculation of their respective share in Cost Contribution Arrangements), solutioning, marketing & other related functions, under 'One HT' in the ratio of benefit expected to be received by them.</p>
	Agreement for Content procurement by HTML	<p>HTDS shall provide News Content in digital, electronic or any other form which both parties may agree, on non-exclusive and non-sub license basis to HTML. HTML shall use this News Content to Publish and Print present or future Newspaper Editions, Periodicals and Supplements.</p> <p>HTDS shall charge HTML a content provision fee of Direct and indirect cost incurred by HTDS for generation of English print content plus a mark-up of 10% on such costs.</p>
	Agreement for Combo Subscription	<p>Scope of services will include - HTML/ HTDS selling subscription packs that offer subscription of both physical newspaper and e-paper as a 'Combo Subscription' to customers at a discounted price. The following three scenarios are envisaged by the management of HTML and HTDS:</p> <p>I. <u>Scenario I: Combo subscription sold by HTML at minimum subscription fee as per Audit Bureau of Circulation ('ABC') compliance or average standalone price for print newspaper with no additional charge for e-paper</u></p> <p>HTML to retain entire revenue from combo subscription at rate determined basis ABC compliance / average standalone price for print newspaper, whichever is higher as this is minimum price of Print paper as per requirements of ABC compliance.</p> <p>II. <u>Scenario II: Combo subscription sold by HTML at price higher than the minimum subscription fee for print newspaper as per ABC compliance / average standalone price</u></p>

		<ul style="list-style-type: none"> • HTML to retain revenue at rate as per ABC compliance or average standalone price for print newspaper whichever is higher. • HTML to pay e-paper subscription revenue to HTDS to the extent of 10% of the cover price of e-paper • Balance revenue, if any, can be split between HTML and HTDS in 50:50 ratio. HTML shall pay 50 percent of balance revenue to HTDS <p>III. <u>Scenario III: Combo subscription sold by HTDS at price higher than the minimum subscription fee for print newspaper as per ABC compliance / average standalone price</u></p> <ul style="list-style-type: none"> • HTML will be paid basis prices determined as per ABC compliance or average standalone price for print newspaper whichever is higher. • HTDS to retain e-paper subscription revenue to the extent of 10% of the cover price of e-paper • Balance revenue, if any, can be split between HTML and HTDS in 50:50 ratio. Accordingly, HTDS shall pay 50 percent of balance revenue to HTML. <p>A. <u>Fee for marketing support services</u></p> <p>The service provider (entity procuring subscriptions on behalf of other party) may target to charge a fee of 2 percent of net combo subscription revenue payable to the other party for providing the services.</p> <p>B. <u>Fee for collection support services</u></p> <p>The service provider may target to charge a fee of 0.3percent of net combo subscription revenue which is payable to the other party.</p> <p>Both entities would be selling the combo deal along with their exclusive print or e-paper subscription using their marketing channels i.e. HTML will market the combo deals to its existing subscribers through newspaper advertisements, digital marketing, telesales, sales team and their marketing team and HTDS would promote combo deals on its websites.</p>
	<p>Marketing and Technology infrastructure support for websites/microsites provided by HTDS to HTML</p>	<p>HTML has been able to create a dedicated readership base for its print publication over the years. The new trends emerging in the market, especially in the light of COVID-19, has resulted in shift of user preference to online versions. In line with the same, HTML is launching new properties by sourcing content either from third party customers or creating custom content in-house. Content on these websites / microsites will target a particular section of audience based on the theme of content. HTML proposes to use services from HTDS to host these websites / microsites where curated content shall be hosted for</p>

		<p>the readers, on the servers of HTDS using technology infrastructure of HTDS for monetisation.</p> <p>Proposed service charge of 2 % of revenue* to be paid by HTML to HTDS for marketing and technology infrastructure support services provided by HTDS for website and Microsite owned by HTML</p> <p><i>(*i.e. revenue from subscription, advertisements, sponsors, branded content etc. generated from properties whose microsites/websites are managed by HTDS for HTML.)</i></p> <p>Further, direct or allocable portions of chargeable costs** incurred by HTDS on behalf of HTML, should be paid by HTML to HTDS on a cost to cost basis.</p> <p><i>(**Allocable portions of chargeable costs can be identified based on revenue ratio between HTML's website/microsites and HTDS' offerings where common resources are used by HTDS.)</i></p>
	<p>Ad Management services provided by HTDS to HTML</p>	<p>HTDS has existing arrangements with Ad Managers which allows it to access their premium features. HTML and HTDS propose to enter into an arrangement whereby HTDS will provide 'Shine.com' (a division of HTML) the access to such premium features to manage its Ad inventory and also co-ordination and support services for managing Shine Ad inventory appropriately.</p> <ul style="list-style-type: none"> • Cost Side: Cost incurred by HTDS for monthly Ad impressions of Shine, can be recovered by HTDS from Shine on cost to cost basis without any mark-up. The cost incurred by HTDS can be allocated to Shine basis the number of impressions processed during the month. • Revenue Side: Net revenue pertaining to Shine's ad inventory received by HTDS through such Ad Manager can be transferred on back to back basis direct identification. <p>The service fee for providing coordination and support services can be provided as follows:</p> <ul style="list-style-type: none"> • The cost of HTDS team engaged in rendering coordination and support services can be allocated between HTDS and Shine basis total number of Ad impressions on entire Ad inventory of HTDS and Shine during the month. These service charges can be recovered by HTDS from Shine along with an arm's length mark-up of 6%.
	<p>Representative Agreement for provision of collection support services and for sharing of revenue for combo orders</p>	<p>Both, HTML and HTDS will represent each other to promote, solicit and generate advertisement orders/ event sponsorship contracts for each other's business offerings on an exclusive or combined basis. Either party, along with its own products, may sell advertisement space on the media platforms of the other party and/or enter into contract for sponsorship of events conducted by the other party.</p> <ul style="list-style-type: none"> • <u>Provision/ availing of collection support services</u> <p>Either party will raise invoice on the other party, on account of service</p>

		<p>charges for collection made from receivables of the other party @ 0.3% of the amount collected plus applicable taxes.</p> <ul style="list-style-type: none"> • <u>Sharing of revenue in case of combo advertisement orders</u> In case of combo orders for advertisement in publications/ media platforms/ events conducted by HTML and HTDS, both parties will share combo advertisement revenue in the ratio of their respective average yield realized from exclusive deals with third parties in the immediately preceding six months. • <u>Sharing of revenue in case of combo event sponsorship contracts</u> In case of combo event sponsorship contracts involving both HTML and HTDS, the parties will share sponsorship revenue in the ratio of their respective average yield realized from exclusive contracts with third parties for the similar events in the immediately preceding year.
Business expenses for HTDS	Advertisement Agreement for use of space in HTML's media platform(s) by HTDS	<p><u>Provision of services from HTML to HTDS</u> Rates for advertisements to be released in various media properties of HTML shall be as per prevailing rates prescribed by Directorate of Advertising & Visual Publicity (DAVP) and on the same terms & conditions, charged from other advertisers in the same segment/category. The rates & terms for any other advertisement shall be the rate computed after allowing the discount on cover price in the same proportion as extended to DAVP customers. Further, where any specific page position or slot is sought by HTDS, the same shall be charged basis the prevailing rates charged to the independent third parties during the immediately preceding one month.</p>
	Infrastructure Support Services provided by HTML to HTDS	<p>(a) HTML will provide to HTDS 'support services' viz. office space, work-stations, infrastructure and other amenities chargeable on the basis of space and/or infrastructure actually utilized by HTDS.</p> <p>(b) The 'Support Services Charges' shall be calculated on per seat basis, which shall be computed on "Cost plus an arm's length mark-up" basis (presently, determined at cost plus 10% mark-up).</p>
	Representative Agreement for provision of collection support services and for sharing of revenue for combo orders	<p>Both, HTML and HTDS will represent each other to promote, solicit and generate advertisement orders/ event sponsorship contracts for each other's business offerings on an exclusive or combined basis. Either party, along with its own products, may sell advertisement space on the media platforms of the other party and/or enter into contract for sponsorship of events conducted by the other party.</p> <ul style="list-style-type: none"> • <u>Provision/ availing of collection support services</u> Either party will raise invoice on the other party, on account of service charges for collection made from receivables of the other party @ 0.3% of the amount collected plus applicable taxes. • <u>Sharing of revenue in case of combo advertisement orders</u> In case of combo orders for advertisement in publications/ media

		<p>platforms/ events conducted by HTML and HTDS, both parties will share combo advertisement revenue in the ratio of their respective average yield realized from exclusive deals with third parties in the immediately preceding six months.</p> <p>• <u>Sharing of revenue in case of combo event sponsorship contracts</u></p> <p>In case of combo event sponsorship contracts involving both HTML and HTDS, the parties will share sponsorship revenue in the ratio of their total their respective average yield realized from exclusive contracts with third parties for the similar events in the immediately preceding year.</p>
	<p>Agreement for Management Support & treasury support Services provided by HTML to HTDS</p>	<p>HTML will provide -</p> <p>(a) Management Support Services with regard to corporate functions viz. finance & accounts, tax, legal & secretarial, HR and investor relations to HTDSL, which shall include but are not limited to the following:</p> <ol style="list-style-type: none"> i. Finance & Accounts, Tax and Investor Relations ii. Legal & Secretarial iii. Human Resource and <p>(b) Shared Support Services around accounts payable process to HTDSL, which shall include but are not limited to the following:</p> <ul style="list-style-type: none"> ➤ Review of standard operating processes and management policy around accounts payable ➤ Vendor creation in ERP including various checks and documentation ➤ Verifying the required approvals as per Schedule of Authority and scheduling payments in line with the credit period ➤ Updating ERP for invoices and payments ➤ Bank reconciliations and audit support around expense/ purchase to pay process ➤ Advisory/ guidance in vendor selection <p>In respect of Management Support Services - in proportion of standalone revenue of DCL & HTDS vis-à-vis consolidated revenue of HTML & DCL plus an arm's length mark-up of 10% on the costs so allocated; and</p> <p>In respect of Shared Support Services - in proportion of the volume of transactions processed by HTML's in-house team for HTDS vis-à-vis volume of transactions of HTML Group, plus an arm's length mark-up of 14% on the costs so allocated.</p>
	<p>Agreement for Provision / receipt of digital advertising, promotion,</p>	<p>Parties will enter into an arrangement to avail digital advertising, promotion, co-promotion or any product/ services from each other.</p> <p>Provision/ receipt of digital advertising, promotion, co-promotion or any</p>

	<p>co-promotion or any product/services from each other</p>	<p>product/ services such as, but not limited to microsite development and digital marketing services to/ from HTDS.</p> <p>Service recipient may target to pay and service provider may target to receive an arm's length price equivalent to the price charged by service provider from third parties* for providing similar digital advertising, promotion, co-promotion or any product/ services comparable in terms of nature, scope, volume and other parameters.</p> <p><i>*Third party price can be defined as the average prices charged for similar services rendered to third parties in the last six months, towards provision of similar product/ services (comparable in terms of nature, scope, volume and other parameters).</i></p> <p><i>Average prices for the period April-Sep to be used for inter-company transactions happening in Oct-March and vice-versa.</i></p> <p>Receipt of digital advertising services by service recipient from third party vendors for which liasoning done by service provider on behalf of service recipient</p> <p>Service recipient may target to pay and service provider may target to receive an arm's length service fee based on markup of 5% on direct costs incurred by service provider in liasoning and coordinating with third party vendors on behalf of service recipient.</p>
<p>Others</p>	<p>Reimbursement of expenses incurred on each other's behalf</p>	<p>HTML and HTDS may incur certain expenses on each other's behalf including but not limited to payroll, administrative and other operative expenses. In these cases, the role of the party incurring expenses is limited to facilitate the payment on behalf of the other party, and not in the nature of rendering/availing services to/ from each other. The expenses shall involve reimbursement of actual third-party costs (i.e. without any mark-up).</p>
	<p>Service Agreement for audio & digital content monetization on various media platforms - Revenue to be passed on between HTML & HTDS (reciprocal)</p>	<p>HTDS and HTML generate as well as procure audio and digital content from various 3rd party sources and further, hosts this content on its media platforms for monetization.</p> <p>Keeping in view the foreseeable synergies of a partnership between both the parties, it is proposed to enter into a reciprocal agreement, wherein one party will monetize this audio and digital content of the other party, on its various media platforms.</p> <p>Both parties will provide Content monetization services to each other for audio and digital content, on principal to principal basis.</p> <p>Content provider will deliver the content to content monetiser through a distribution mode as agreed between the parties and content monetiser will ensure that the Content is monetised on as is basis through its various media platforms.</p>

		The content provider and content monetiser will share the revenue in the ratio of 80:20. Thus, content monetiser will retain 20 % of the net revenue earned from third party and 80 % of the net revenue may be passed on to the content provider.
--	--	--

(Rs. in Crore)

Sr. No.	Particulars	Value of proposed transactions shall not exceed (excluding applicable taxes/levies)						
		FY-2022-23	Value of proposed transaction for FY 2022-23 as % of HTDS' actual standalone turnover for FY 2021-22 *	Value of proposed transaction for FY 2022-23 as % of DCL's actual consolidated turnover for FY 2021-22 **	FY-2023-24	Value of proposed transaction for FY 2023-24 as % of DCL's estimated consolidated turnover for FY 2022-23 ***	FY-2024-25	Value of proposed transaction for FY 2024-25 as % of DCL's estimated consolidated turnover for FY 2023-24 ***
A	Revenue Transactions (Income for HTDS)							
i	Advertisement Agreement for use of space in HTDS's media platform(s) by HTML	6.00	1.86%	1.85%	6.00	1.33%-1.50%	6.00	1.20%-1.33%
ii	Participate in One HT Sales arrangement	4.00	1.24%	1.23%	4.00	0.89%-1%	4.00	0.80%-0.89%
iii	Agreement for Content procurement by HTML	90.90	28.16%	28.04%	112.20	24.93%-28.05%	121.10	24.22%-26.91%
iv	Agreement for combo subscription	0.30	0.09%	0.09%	0.30	0.07%-0.08%	0.30	0.06%-0.07%

v	Marketing and Technology infrastructure support for websites/ microsites provided by HTDS to HTML	1.00	0.31%	0.31%	1.30	0.29%-0.33%	2.00	0.40%-0.45%
vi	Ad Management services provided by HTDS to HTML	0.10	0.03%	0.03%	0.10	0.02%-0.02%	0.20	0.04%-0.04%
vii	Representative Agreements for provision of collection support services and for sharing of revenue for combo orders	1.00	0.31%	0.31%	1.00	0.22%-0.25%	1.00	0.20%-0.22%
B	Business expenses for HTDS							
i	Advertisement Agreement for use of space in HTML's media platform(s) by HTDS	4.00	1.24%	1.23%	5.00	1.11%-1.25%	6.00	1.20%-1.33%
ii	Infrastructure Support Services provided by HTML to HTDS	9.00	2.79%	2.78%	10.00	2.22%-2.50%	12.00	2.40%-2.67%
iii	Representative Agreement for provision of collection support services and for sharing of revenue for combo orders	1.40	0.43%	0.43%	1.00	0.22%-0.25%	1.00	0.20%-0.22%

iv	Agreement for Management Support & Treasury Support Services provided by HTML to HTDS	4.00	1.24%	1.23%	4.80	1.07%-1.20%	6.00	1.20%-1.33%
v	Agreement for Provision / receipt of digital advertising, promotion, co-promotion or any product/ services from each other	0.30	0.09%	0.09%	0.30	0.07%-0.08%	0.40	0.08%-0.09%
C	Others							
i	Reimbursement of expenses incurred on each other's behalf	3.00	0.93%	0.93%	4.00	0.89%-1.00%	5.00	1.00%-1.11%
ii	Service Agreement for audio & digital Content monetisation on various media platforms - Revenue to be passed on between HTML & HTDS (reciprocal)	1.00	0.31%	0.31%	2.00	0.44%-0.50%	2.00	0.40%-0.44%
	TOTAL	126.00			152.00		167.00	

* exact % since we have actual standalone turnover of HTDS for FY 2021-22

** exact % since we have actual consolidated turnover of DCL for FY 2021-22

*** % range are based on estimates and may vary on the basis of actual consolidated turnover of DCL of respective financial year. Further, DCL's estimated consolidated turnover range for the immediately preceding financial year is equal to HTDS's estimated standalone turnover range for the immediately preceding financial year. The percentages have been calculated basis estimates and should in no way be construed as guidance on likely revenues.

Category of transactions	Type / Nature of Transactions	Key commercial terms
Revenue transactions (Income for HTDS)	Advertisement Agreement for use of space in HTDS's media platform(s) by HMVL	<p>Provision of services from HTDS to HMVL:</p> <p>HTDS may provide advertisement space/ slots to HMVL on its various media platform(s) chargeable basis the actual average yield realized from standalone third-party Ad arrangements in the immediately preceding six months under the same segment/ category.</p>
	Agreement for Content procurement by HMVL	<p>HTDS shall provide News Content in digital, electronic or any other form which both parties may agree, on non-exclusive and non-sub license basis to HMVL. HMVL shall use this News Content to Publish and Print present or future Newspaper Editions, Periodicals and Supplements.</p> <p>HTDS shall charge HMVL a content provision fee of Direct and indirect cost incurred by HTDS for generation of Hindi print content plus a mark-up of 10% on such costs.</p>
	Agreement for Combo Subscription	<p>Scope of services will include - HMVL/ HTDS selling subscription packs that offer subscription of both physical newspaper and e-paper as a 'Combo Subscription' to customers at a discounted price. The following three scenarios are envisaged by the management of HMVL and HTDS –</p> <p>I. <u>Scenario I: Combo subscription sold by HMVL at minimum subscription fee as per Audit Bureau of Circulation ('ABC') compliance or average standalone price for print newspaper with no additional charge for e-paper</u></p> <p>HMVL to retain entire revenue from combo subscription at rate determined basis ABC compliance / average standalone price for print newspaper, whichever is higher as this is minimum price of Print paper as per requirements of ABC compliance.</p> <p>II. <u>Scenario II: Combo subscription sold by HMVL at price higher than the minimum subscription fee for print newspaper as per ABC compliance / average standalone price</u></p> <ul style="list-style-type: none"> • HMVL to retain revenue at rate as per ABC compliance or average standalone price for print newspaper whichever is higher. • HMVL to pay e-paper subscription revenue to HTDS to the extent of 10% of the cover price of e-paper • Balance revenue, if any, can be split between HMVL and HTDS in 50:50 ratio. HMVL shall pay 50 percent of balance revenue to HTDS

		<p>III. <u>Scenario III: Combo subscription sold by HTDS at price higher than the minimum subscription fee for print newspaper as per ABC compliance / average standalone price</u></p> <ul style="list-style-type: none"> • HMVL will be paid basis prices determined as per ABC compliance or average standalone price for print newspaper whichever is higher. • HTDS to retain e-paper subscription revenue to the extent of 10% of the cover price of e-paper • Balance revenue, if any, can be split between HMVL and HTDS in 50:50 ratio. Accordingly, HTDS shall pay 50 percent of balance revenue to HMVL. <p>C. <u>Fee for marketing support services</u></p> <p>The service provider (entity procuring subscriptions on behalf of other party) may target to charge a fee of 2 percent of net combo subscription revenue payable to the other party for providing the services.</p> <p>D. <u>Fee for collection support services</u></p> <p>The service provider may target to charge a fee of 0.3 percent of net combo subscription revenue which is payable to the other party.</p> <p>Both entities would be selling the combo deal along with their exclusive print or e-paper subscription using their marketing channels i.e. HMVL will market the combo deals to its existing subscribers through newspaper advertisements, digital marketing, telesales, sales team and their marketing team and HTDS would promote combo deals on its websites.</p>
	<p>Marketing and Technology infrastructure support for websites/microsites provided by HTDS to HMVL</p>	<p>HMVL has been able to create a dedicated readership base for its print publication over the years. The new trends emerging in the market, especially in the light of COVID-19, has resulted in shift of user preference to online versions. In line with the same, HMVL is launching new properties by sourcing content either from third party customers or creating custom content in-house. Content on these websites / microsites will target a particular section of audience based on the theme of content. HMVL proposes to use services from HTDS to host these websites / microsites where curated content shall be hosted for the readers, on the servers of HTDS using technology infrastructure of HTDS for monetisation.</p> <p>Proposed service charge of 2 % of revenue* to be paid by HMVL to HTDS for marketing and technology infrastructure support services provided by HTDS for website and Microsite owned by HMVL</p>

		<p><i>(*i.e. revenue from subscription, advertisements, sponsors, branded content etc. generated from properties whose microsities/websites are managed by HTDS for HMVL.)</i></p> <p>Further, direct or allocable portions of chargeable costs** incurred by HTDS on behalf of HMVL, should be paid by HMVL to HTDS on a cost to cost basis.</p> <p><i>(**Allocable portions of chargeable costs can be identified based on revenue ratio between HTML's website/microsites and HTDS' offerings where common resources are used by HTDS.)</i></p>
	<p>Representative Agreement for provision of collection support services and for sharing of revenue for combo orders</p>	<p>Both, HMVL and HTDS will represent each other to promote, solicit and generate advertisement orders/ event sponsorship contracts for each other's business offerings on an exclusive or combined basis. Either party, along with its own products, may sell advertisement space on the media platforms of the other party and/or enter into contract for sponsorship of events conducted by the other party.</p> <ul style="list-style-type: none"> • <u>Provision/ availing of collection support services</u> Either party will raise invoice on the other party, on account of service charges for collection made from receivables of the other party @ 0.3% of the amount collected plus applicable taxes. • <u>Sharing of revenue in case of combo advertisement orders</u> In case of combo orders for advertisement in publications/ media platforms/ events conducted by HMVL and HTDS, both parties will share combo advertisement revenue in the ratio of their respective average yield realized from exclusive deals with third parties in the immediately preceding six month. • <u>Sharing of revenue in case of combo event sponsorship contracts</u> In case of combo event sponsorship contracts involving both HMVL and HTDS, the parties will share sponsorship revenue in the ratio of their total respective average yield realized from exclusive contracts with third parties for the similar events in the immediately preceding year.

	Participate in 'One HT Sales arrangement'	<p>The arrangement involves pooling of sales, marketing and other related resources by Transacting Parties as part of 'One HT' team to work on an integrated basis.</p> <p>Transacting parties share the consolidated cost of sales (direct & indirect cost incurred by each party for 'One HT' team, is considered for calculation of their respective share in Cost Contribution Arrangements), solutioning, marketing & other related functions, under 'One HT' in the ratio of benefit expected to be received by them.</p>
Business expenses for HTDS	Advertisement Agreement for use of space in HMVL's media platform(s) by HTDS	<p><u>Provision of services from HMVL to HTDS</u></p> <p>Rates for advertisements to be released in various media properties of HMVL shall be as per prevailing rates prescribed by Directorate of Advertising & Visual Publicity (DAVP) and on the same terms & conditions, charged from other advertisers in the same segment/category.</p> <p>The rates & terms for any other advertisement, shall be the rate computed after allowing the discount on cover price in the same proportion as extended to DAVP customers. Further, where any specific page position or slot is sought by HTDS, the same shall be charged basis the prevailing rates charged to the independent third parties during the immediately preceding one month.</p>
	Infrastructure Support Services provided by HMVL to HTDS	<p>(a) HMVL will provide to HTDS 'support services' viz. office space, work-stations, infrastructure and other amenities chargeable on the basis of space and/or infrastructure actually utilized by HTDS.</p> <p>(b) The 'Support Services Charges' shall be calculated on per seat basis, which shall be computed on "Cost plus an arm's length mark-up" basis (presently, determined at cost plus 10% mark-up).</p>
	Participate in 'One HT Sales arrangement'	<p>The arrangement involves pooling of sales, marketing and other related resources by Transacting Parties as part of 'One HT' team to work on an integrated basis.</p> <p>Transacting parties share the consolidated cost of sales (direct & indirect cost incurred by each party for 'One HT' team, is considered for calculation of their respective share in Cost Contribution Arrangements), solutioning, marketing & other related functions, under 'One HT' in the ratio of benefit expected to be received by them.</p>
	Representative Agreement for provision of collection support services and for sharing of revenue for combo orders	Both, HMVL and HTDS will represent each other to promote, solicit and generate advertisement orders/ event sponsorship contracts for each other's business offerings on an exclusive or combined basis. Either party, along with its own products, may sell advertisement space on the media platforms of the other party and/or enter into contract for sponsorship of events conducted by the other party.

		<ul style="list-style-type: none"> • <u>Provision/ availing of collection support services</u> Either party will raise invoice on the other party, on account of service charges for collection made from receivables of the other party @ 0.3% of the amount collected plus applicable taxes. • <u>Sharing of revenue in case of combo advertisement orders</u> In case of combo orders for advertisement in publications/ media platforms/ events conducted by HMVL and HTDS, both parties will share combo advertisement revenue in the ratio of their respective average yield realized from exclusive deals with third parties in the immediately preceding six month. • <u>Sharing of revenue in case of combo event sponsorship contracts</u> In case of combo event sponsorship contracts involving both HMVL and HTDS, the parties will share sponsorship revenue in the ratio of their total their respective average yield realized from exclusive contracts with third parties for the similar events in the immediately preceding year.
	<p>Agreement for Provision / receipt of digital advertising, promotion, co-promotion or any product/services from each other</p>	<p>Parties will enter into an arrangement to avail digital advertising, promotion, co-promotion or any product/services from each other.</p> <p>Provision/ receipt of digital advertising, promotion, co-promotion or any product/services such as, but not limited to microsite development and digital marketing services to/ from HTDS.</p> <p>Service recipient may target to pay and service provider may target to receive an arm's length price equivalent to the price charged by service provider from third parties* for providing similar digital advertising, promotion, co-promotion or any product/ services comparable in terms of nature, scope, volume and other parameters.</p> <p><i>*Third party price can be defined as the average prices charged for similar services rendered to third parties in the last six months, towards provision of similar product services (comparable in terms of nature, scope, volume and other parameters).</i></p> <p><i>Average prices for the period April-Sep to be used for inter-company transactions happening in Oct-March and vice-versa.</i></p> <p>Receipt of digital advertising services by service recipient from third party vendors for which liasoning done by service provider on behalf of service recipient</p> <p>Service recipient may target to pay and service provider may target to receive an arm's length service fee based on markup of 5% on direct costs incurred by service provider in liasoning and coordinating with third party vendors on behalf of service recipient.</p>

Others	Reimbursement of expenses incurred on each other's behalf	HMVL and HTDS may incur certain expenses on each other's behalf including but not limited to payroll, administrative and other operative expenses. In these cases, the role of the party incurring expenses is limited to facilitate the payment on behalf of the other party, and not in the nature of rendering/availing services to/ from each other. The expenses shall involve reimbursement of actual third-party costs (i.e. without any mark-up).
	Service Agreement for audio & digital Content monetisation on various media platforms - Revenue to be passed on between HMVL & HTDS (reciprocal).	<p>HTDS and HMVL generate as well as procure audio and digital content from various 3rd party sources and further, hosts this content on its media platforms for monetization.</p> <p>Keeping in view the foreseeable synergies of a partnership between both the parties, it is proposed to enter into a reciprocal agreement, wherein one party will monetize this audio and digital content of the other party, on its various media platforms.</p> <p>Both parties will provide Content monetization services to each other for audio and digital content, on principal to principal basis.</p> <p>Content provider will deliver the content to content monetiser through a distribution mode as agreed between the parties and content monetiser will ensure that the Content is monetised on as is basis through its various media platforms.</p> <p>The content provider and content monetiser will share the revenue in the ratio of 80:20. Thus, content monetiser will retain 20 % of the net revenue earned from third party and 80 % of the net revenue may be passed on to the content provider.</p>

(Rs. in Crore)

Sr. No.	Particulars	Value of proposed transactions shall not exceed (excluding applicable taxes/levies)						
		FY-2022-23	Value of proposed transaction for FY 2022-23 as % of HTDS actual standalone turnover for FY 2021-22 *	Value of proposed transaction for FY 2022-23 as % of DCL's actual consolidated turnover for FY 2021-22 **	FY-2023-24	Value of proposed transaction for FY 2023-24 as % of DCL's estimated consolidated turnover for FY 2022-23 ***	FY-2024-25	Value of proposed transaction for FY 2024-25 as % of DCL's estimated consolidated turnover for FY 2023-24 ***
A	Revenue Transactions (Income for HTDS)							
<i>i</i>	Advertisement Agreement for use of space in HTDS's media platform(s) by HMVL	2.00	0.62%	0.62%	2.50	0.56%-0.63%	4.00	0.80%-0.89%
<i>ii</i>	Agreement for Content procurement by HMVL	63.30	19.61%	19.53%	66.45	14.77%-16.61%	72.00	14.40%-16.00%
<i>iii</i>	Agreement for combo subscription	0.30	0.09%	0.09%	0.30	0.07%-0.08%	0.30	0.06%-0.07%

iv	Marketing and Technology infrastructure support for websites/ microsites provided by HTDS to HMVL	0.50	0.15%	0.15%	1.00	0.22%-0.25%	1.00	0.20%-0.22%
v	Representative Agreements for provision of collection support services and for sharing of revenue for combo orders	1.20	0.37%	0.37%	1.50	0.33%-0.38%	1.45	0.29%-0.32%
vi	Participate in One HT Sales arrangement	1.00	0.31%	0.31%	1.00	0.22%-0.25%	1.00	0.20%-0.22%
B	Business expenses for HTDS							
i	Advertisement Agreement for use of space in HMVL's media platform(s) by HTDS	0.30	0.09%	0.09%	2.00	0.44%-0.50%	3.00	0.60%-0.67%
ii	Infrastructure Support Services provided by HMVL to HTDS	6.00	1.86%	1.85%	7.00	1.56%-1.75%	8.00	1.60%-1.78%
iii	Participate in One HT Sales arrangement	2.50	0.77%	0.77%	3.00	0.67%-0.75%	3.00	0.60%-0.67%
iv	Representative Agreement for provision of collection support services and for sharing of revenue for combo orders	0.60	0.19%	0.19%	1.00	0.22%-0.25%	1.00	0.20%-0.22%
v	Agreement for Provision / receipt of digital advertising, promotion, co-promotion or any product/ services from each other	0.30	0.09%	0.09%	0.25	0.06%-0.06%	0.25	0.05%-0.06%
C	Others							
i	Reimbursement of expenses incurred on each other's behalf	2.00	0.62%	0.62%	4.00	0.89%-1.00%	5.00	1.00%-1.11%

ii	Service Agreement for audio & digital Content monetisation on various media platforms - Revenue to be passed on between HMVL & HTDS (reciprocal)	1.00	0.31%	0.31%	2.00	0.44%-0.50%	2.00	0.40%-0.44%
	TOTAL	81.00			92.00		102.00	

* exact % since we have actual standalone turnover of HTDS for FY 2021-22

** exact % since we have actual consolidated turnover of DCL for FY 2021-22

*** % range are based on estimates and may vary on the basis of actual consolidated turnover of DCL of respective financial year. Further, DCL's estimated consolidated turnover range for the immediately preceding financial year is equal to HTDS's estimated standalone turnover range for the immediately preceding financial year. The percentages have been calculated basis estimates and should in no way be construed as guidance on likely revenues.

Further, the Board of Directors of your Company have recommended the aforesaid material related party transactions between HTDS & HTML and HTDS & HMVL, for consideration & approval of the Members of the Company.

Any subsequent material modifications in the proposed transactions shall be placed before the members for approval, in terms of Company's Policy on materiality of and dealing with Related Party Transactions, as may be formulated/ updated / amended by the Audit Committee or the Board, from time to time.

The related party transactions shall not, in any manner, be detrimental to the interest of minority members and shall be in the best interest of the Company and its members.

Mr. Praveen Someshwar is a Director of DCL and HTDSL. He is also a Managing Director & CEO, of HTML and Managing Director of HMVL. Mr. Vivek Mehra, Independent Director of the Company is also an Independent Director in HTML. The Hindustan Times Limited, Promoter of the Company, holds more than two percent of paid-up share capital of HTML.

Save & except the above and to the extent of shareholding interest, if any, of Directors, Key Managerial Personnel ('KMP') & their relatives in DCL, none of the Directors, KMP & their relatives are concerned or interested, financially or otherwise, in the resolution. Further, it is pertinent to note that no related party of DCL shall vote to approve this resolution whether such person/ entity is a party to the aforesaid transaction(s) or not.

The Board recommends the Ordinary Resolution set forth at Item No. 5 and 6 of this Notice for approval of the Members.

Item No. 7

In terms of the provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('SEBI Listing Regulations'), a transaction with related party shall be considered material, if the transaction(s) to be entered into individually or taken together with the previous transactions during a financial year, exceeds 10% of the annual consolidated turnover of the listed company as per the last audited financial statements. Further, SEBI Listing Regulations provides that all material related party transactions shall require prior approval of the shareholders through resolution, and **no related party shall vote to approve such resolutions whether the entity is a related party to the particular transaction or not.**

HT Media Limited ('HTML'), fellow subsidiary company of Digicontent Limited (DCL), is engaged, *inter-alia*, in the business of printing & publication of newspapers & periodicals, digital space and broadcasting of FM Radio.

HTML carries the digital space business and hence closely works with DCL to achieve the business objectives, resulting into various operational transactions, as related party transactions. Both HTML and DCL acknowledges that the related party transactions, *inter se*, will help them to carry out their business operations in seamless manner. Group's exposure and in-depth reach to the customer base, helps the Company, in achieving its business objective in an effective manner.

In order to reap the benefits of synergies in the business(es) and to leverage each other's strengths & competencies, DCL & HTML have entered into various arrangements (being related party transactions) from time to time with respect to:

- (A) Revenue Transactions (Income for DCL) arising out of (i) Media-Space Sales Agreement for providing media-space advertising facilities from DCL to HTML; (ii) Representative Agreement for provision of media marketing support & collection support services and for sharing of revenue for combo orders.
- (B) Business expenses for DCL arising out of (i) Media-Space Sales Agreement for providing media-space advertising facilities from HTML to DCL; (ii) Infrastructure Support Services provided by HTML to DCL; (iii) Representative Agreement for receipt of media marketing support & collection support services and for sharing of revenue for combo orders; (iv) Agreement for receipt of treasury Support Services; (v) Agreement for receipt of Management Support Services.
- (C) Others arising out of (i) Reimbursement of expenses incurred on each other's behalf; and (ii) Extension of existing Inter Corporate Deposit (ICD) including accrued interest thereon from HTML to DCL, into revolving credit facility and interest expense thereon.

These arrangements are continuing over a period of time and have yielded, *inter-alia*, the following benefits to the Company and HTML:

- Considerable operational & cost efficiencies on account of:
 - greater business opportunities, enabling better economies of scale & synergies
 - administrative, managerial & scale efficiencies through optimisation of existing infrastructure facilities
 - leveraging the expertise of senior management employees to implement best practices, avoid duplication of costs & standardize the processes across all group companies in the same line of business
- Synergies for revenue generation, through:
 - Increased access and reach to advertisers
 - enablement of wider and holistic products and solutions for its customers

An external independent Transfer Pricing expert has evaluated the key commercial terms of the aforesaid arrangements and has confirmed that the same are on arm's length compliant terms from Indian transfer pricing law perspective.

Audit Committee and Board of Directors of your Company have reviewed the aforesaid arrangements and concurred that the same are on 'ordinary course of business' & 'arm's length' compliant terms.

It is submitted that management estimates that the aggregate value of all related party transactions referred in Item No 7 between DCL & HTML, during financial year FY 2022-23, under the aforesaid arrangements, are likely to exceed the materiality limit of DCL i.e. 10% of the annual consolidated turnover of DCL for the immediately preceding FY i.e. 2021-22.

Accordingly, approval of Members of DCL is sought for material related party transactions between DCL & HTML during financial year 2022-23 upto an aggregate amount of Rs.122 Crore (*excluding applicable taxes/levies*), and these transactions are reciprocal in nature and therefore, the above values are taken on gross basis i.e. without netting it off against the reciprocal transaction.

The details along with value of proposed transactions (excluding applicable taxes / levies) entered into by DCL with HTML, are given below for reference of the members:

Category of transactions	Type / Nature of Transactions	Key commercial terms
Revenue transactions (Income for DCL)	Media-Space Sales Agreement for providing media-space advertising facilities from DCL to HTML	<p>Provision of services from DCL to HTML:</p> <p>DCL may provide advertisement space/ slots to HTML on its media platforms. Rates for advertisements to be released in various media properties of DCL shall be charged basis the actual average yield realized from standalone third-party Ad arrangements in the immediately preceding six months under the same segment/ category.</p>
	Representative Agreement for provision of media marketing support & collection support services and for sharing of revenue for combo orders	<p>Both HTML and DCL will represent each other to promote, solicit and generate advertisement orders/ sponsorship event contracts for each other's business offerings on an exclusive or combined basis. Either party may sell advertisement space/ sponsorship contract for the media platforms owned/ events conducted by the other party along with its own business products.</p> <p><u>Provision/ availing of media marketing support services</u></p> <p>Sourcing entity to receive commission for providing agency/media marketing support services, at arm's length terms (presently, determined @ 2% on value of net advertisement orders/ net revenue from sponsorship event contracts sourced for/allocated to the other party).</p> <p><u>Provision/ availing of collection support services</u></p> <p>Either party will raise invoice on the other party, on account of service charges for collection made from receivables of the other party @ 0.3% of the amount collected plus applicable taxes.</p> <p><u>Sharing of revenue in case of combo advertisement orders</u></p> <p>From the value of combo advertisement orders for advertisement in publications/ media platforms / events conducted by HTML and DCL, both parties to share combo advertisement revenue in the ratio of their respective average yield realized from exclusive deals with third parties in the immediately preceding six months.</p>

		<p><u>Sharing of revenue in case of combo sponsorship event contracts</u></p> <p>From the value of combo sponsorship event contracts involving both HTML's and DCL's events, both parties to share sponsorship revenue in the ratio of their total sponsorship revenue realized from exclusive contracts with third parties in the immediately preceding year.</p>
Business expenses for DCL	<p>Media-Space Sales Agreement for providing media-space advertising facilities from HTML to DCL</p>	<p><u>Provision of services from HTML to DCL</u></p> <p>Rates for advertisements to be released in various media properties of HTML shall be as per prevailing rates prescribed by Directorate of Advertising & Visual Publicity (DAVP) and on the same terms & conditions, charged from other advertisers in the same segment/category.</p> <p>The choice of space, page position or slot in respect of advertisements sought by DCL shall be at the sole discretion of HTML and shall be subject to availability of the space or slot in the relevant media platform(s) of HTML. The rates & terms for any other advertisement (i.e. where DAVP comparable rate is not available), shall be the rate computed after allowing the discount on cover price in the same proportion as extended to DAVP customers. Further, where any specific page position or slot is sought by DCL, the same shall be charged basis the prevailing rates charged to the independent third parties during the immediately preceding one month.</p>
	<p>Infrastructure Support Services provided by HTML to DCL</p>	<p>(a) HTML will provide to DCL 'support services' viz. office space, work-stations, infrastructure and other amenities chargeable on the basis of space and/or infrastructure actually utilized by DCL.</p> <p>(b) The 'Support Services Charges' shall be calculated on per seat basis, which shall be computed on "Cost plus an arm's length mark-up" basis (presently, determined at cost plus 10% mark-up).</p>
	<p>Representative Agreement for receipt of media marketing support & collection support services and for sharing of revenue for combo orders</p>	<p>Both HTML and DCL will represent each other to promote, solicit and generate advertisement orders/ sponsorship event contracts for each other's business offerings on an exclusive or combined basis. Either party may sell advertisement space/ sponsorship contract for the media platforms owned/ events conducted by the other party along with its own business products.</p> <p><u>Provision/ availing of media marketing support services</u></p> <p>Sourcing entity to receive commission for providing agency/media marketing support services, at arm's length terms (presently, determined @ 2% on value of net advertisement orders/ net revenue from sponsorship event contracts sourced for/allocated to the other party).</p>

		<p><u>Provision/ availing of collection support services</u> Either party will raise invoice on the other party, on account of service charges for collection made from receivables of the other party @ 0.3% of the amount collected plus applicable taxes.</p> <p><u>Sharing of revenue in case of combo advertisement orders</u> From the value of combo advertisement orders for advertisement in publications/ media platforms / events conducted by HTML and DCL, both parties to share combo advertisement revenue in the ratio of their respective average yield realized from exclusive deals with third parties in the immediately preceding six months.</p> <p><u>Sharing of revenue in case of combo sponsorship event contracts</u> From the value of combo sponsorship event contracts involving both HTML's and DCL's events, both parties to share sponsorship revenue in the ratio of their total sponsorship revenue realized from exclusive contracts with third parties in the immediately preceding year.</p>
	Agreement for receipt of treasury Support Services	<p>HTML will manage the treasury operations of DCL Group. The transaction hereunder would involve provision of treasury management support services by HTML's treasury department to DCL Group.</p> <p>For provision of the services to DCL Group, HTML would charge costs incurred by HTML for the above services, in the proportion of the value of transactions handled by HTML for DCL Group plus an arm's length markup of 16% (14% w.e.f August 1, 2022) on the costs so allocated.</p>
	Agreement for receipt of Management Support Services.	<p>HTML will provide Management Support Services to DCL with regard to following corporate functions:</p> <ul style="list-style-type: none"> i. Finance & Accounts, Tax and Investor Relations; ii. Legal & Secretarial; iii. Human Resource <p>In respect of Management Support Services the allocation of cost will be - in the proportion of standalone revenue of DCL & HTDS vis-à-vis consolidated revenue of HTML & DCL plus an arm's length mark-up of 10% on the costs so allocated</p>
Others	Reimbursement of expenses incurred on each other's behalf	<p>HTML and DCL may incur certain expenses on each other's behalf including but not limited to payroll, administrative and other operative expenses. In these cases, the role of the party incurring expenses is limited to facilitate the payment on behalf of the other party, and not in the nature of rendering/availing services to/from each other. The expenses shall involve reimbursement of actual third party costs without any mark-up.</p>

<p>Extension of existing Inter Corporate Deposit (ICD) including accrued interest thereon from HTML to DCL, into revolving credit facility and Interest expense thereon</p>	<p>HTML had agreed to grant ICD in one or more tranches, which shall be repayable on or before the completion of 60 months from the date of disbursement of the ICD amount, to DCL to meet its requirement of funds</p> <p>The details of outstanding ICD availed by Company from HTML are as follows:</p> <ol style="list-style-type: none"> 1. ICD of Rs. 65.17 cr + accrued interest of Rs. 39.95 till date of repayment (i.e. till Dec'2022) 2. ICD of Rs. 3 cr + accrued interest of Rs. 1.84 cr till date of repayment (i.e. till Mar'2023) <p>Currently, the rate of interest on ICD is 11% per annum compounded annually. The interest shall become due and payable on maturity along with principal.</p> <p>The above tranches are due for repayment in the period December'2022 - March'2023.</p> <p>It is proposed to extend the ICD including accrued interest thereon as a 'Revolving Credit Facility" on the following terms and conditions:</p> <ol style="list-style-type: none"> a. Amount - upto Rs. 110 crore. Outstanding ICD (excluding accrued interest) at any-point of time cannot exceed INR 110 crore; b. Tenure – 5 Years; c. Rate of Interest - Overnight MIBOR + 655 bps and shall be compounded on a monthly basis and; d. Other T&C – ICD as a Revolving Credit Facility (<i>Revolving Credit Facility means Repayments can happen freely without any pre-payment penalty and Multiple drawdowns/re-drawdowns can happen within the above-mentioned limit provided outstanding ICD amount (excluding accrued interest) does not exceed INR 110 crore.</i>
---	--

(Rs. in Crore)

Sr. No.	Particulars	Value of proposed transactions shall not exceed (excluding applicable taxes/levies)	
		FY-2022-23	Value of proposed transaction for FY 2022-23 as % of DCL's actual consolidated turnover for FY 2021-22
A	Revenue Transactions (Income for DCL)		
i	<i>Media-Space Sales Agreement for providing media-space advertising facilities from DCL to HTML</i>	1.00	0.31%

<i>ii</i>	<i>Representative Agreement for provision of media marketing support & collection support services and for sharing of revenue for combo orders</i>	<i>1.10</i>	<i>0.34%</i>
B	Business expenses for DCL		
<i>i</i>	<i>Media-Space Sales Agreement for providing media-space advertising facilities from HTML to DCL</i>	<i>1.00</i>	<i>0.31%</i>
<i>ii</i>	<i>Infrastructure Support Services provided by HTML to DCL</i>	<i>0.60</i>	<i>0.19%</i>
<i>iii</i>	<i>Representative Agreement for receipt of media marketing support & collection support services and for sharing of revenue for combo orders</i>	<i>1.92</i>	<i>0.59%</i>
<i>iv</i>	<i>Agreement for receipt of treasury Support Services</i>	<i>0.47</i>	<i>0.15%</i>
<i>v</i>	<i>Agreement for receipt of Management Support Services</i>	<i>0.22</i>	<i>0.07%</i>
C	Others		
<i>i</i>	<i>Reimbursement of expenses incurred on each other's behalf</i>	<i>2.00</i>	<i>0.62%</i>
<i>ii</i>	<i>Extension of existing Inter Corporate Deposit (ICD) including accrued interest thereon from HTML to DCL, into revolving credit facility</i>	<i>109.96</i>	<i>33.92%</i>
<i>iii</i>	<i>Interest expense on ICD availed from HTML</i>	<i>3.73</i>	<i>1.15%</i>
	TOTAL	122.00	

Further, the Board of Directors of your Company have recommended the aforesaid material related party transactions between DCL & HTML, for consideration & approval of the Members of the Company.

Any subsequent material modifications in the proposed transactions shall be placed before the members for approval, in terms of Company's Policy on materiality of and dealing with Related Party Transactions, as may be formulated/ updated / amended by the Audit Committee or the Board, from time to time.

The related party transactions shall not, in any manner, be detrimental to the interest of minority members and shall be in the best interest of the Company and its members.

Mr. Priyavrat Bhartia (Director), Mr. Vivek Mehra (Independent Director), Mr. Praveen Someshwar (Director) hold similar position in both, DCL & HTML. Further, Mr. Praveen Someshwar is also Managing Director & CEO, of HTML. The Hindustan Times Limited, Promoter of the Company, holds more than two percent of paid-up share capital of HTML.

Save & except the above and to the extent of shareholding interest, if any, of Directors, Key Managerial Personnel ('KMP') & their relatives in DCL, none of the Directors, KMP & their relatives are concerned or interested, financially or otherwise, in the resolution. Further, it is pertinent to note that no related party of DCL shall vote to approve this resolution whether such person/ entity is a party to the aforesaid transaction(s) or not.

The Board commends the Ordinary Resolution set forth at Item No. 7 of this Notice for approval of the Members.

Place: New Delhi
Date: August 1, 2022

By Order of the Board
For **Digicontent Limited**

(**Arjit Gupta**)
Company Secretary

Annexure A (Annexure to Item No. 2, 3 & 4)

Details of the Director pursuant to the provisions of Regulation 36 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Secretarial Standard on General Meetings (SS-2) issued by the Institute of Company Secretaries of India, as applicable

Name of Director	Mr. Praveen Someshwar (Non-Executive Director)	Mr. Lloyd Mathias (Independent Director)	Mr. Samudra Bhattacharya (Non-Executive Director)
Age	55 years	57 years	50 years
Brief Resume	Refer Website of the Company viz. www.digicontent.co.in		
Relationship with other Directors inter-se and Key Managerial Personnel	None	None	None
Date of Appointment	29.03.2019	28.12.2021	01.06.2022
Expertise in specific functional areas	Strategic Leadership, Business & Finance	Angel Investor and Business Strategist analytics	Management, Sales & Marketing
Qualification	Chartered Accountant and Cost Accountant	He is a science graduate from Mumbai's St. Xavier's College; has an MBA from Bombay University and did Senior Executive Program at the London Business School.	MBA from IIM, Lucknow
Terms and conditions of appointment/ re-appointment	Non-executive Director, liable to retire by rotation	Independent Director, not liable to retire by rotation	Non-executive Director, liable to retire by rotation
No. of Equity Shares of Rs.2/- each held in the Company or on behalf of any otherperson on beneficial basis	NIL	NIL	NIL
Remuneration lastdrawn (including sitting fee during FY-22) (Rs. in lacs)	NIL	2.00	NIL
Remuneration proposed to be paid	In accordance with the Remuneration Policy of the Company	In accordance with the Remuneration Policy of the Company	In accordance with the Remuneration Policy of the Company
Directorship held in other companies (along with listed entities from which the person has resigned in the past three years) {excluding foreign companies}#	<ul style="list-style-type: none"> • HT Media Limited (Listed) • Hindustan Media Ventures Limited (Listed) • Next Mediaworks Limited (Listed) • Next Radio Limited • Audit Bureau of Circulation • The Press Trust of India Limited • Media Research Users Council India • The Indian Newspaper Society • HT Digital Streams Limited 	<ul style="list-style-type: none"> • Next Mediaworks Limited (Listed) • Next Radio Limited • HT Digital Streams Limited • Quantum Asset Management Company Private Limited • Shorebird Technologies Private Limited • Protean Egov Technologies Limited 	<ul style="list-style-type: none"> • Next Mediaworks Limited (Listed) • Next Radio Limited • Mosaic Media Ventures Limited

List of the Committees of Board of Directors(across all companies) in which Chairmanship/ Membership is held**	HT Media Limited: i) Audit Committee Member ii) Stakeholders' Relationship Committee Member Digicontent Limited: i) Stakeholders' Relationship Committee Member ii) Audit Committee Member Hindustan Media Ventures Limited: i) Stakeholders' Relationship Committee Member ii) Audit Committee Member Next Mediaworks Limited: i) Stakeholders' Relationship Committee Member ii) Audit Committee Member Next Radio Limited: i) Audit Committee Member	Next Mediaworks Limited: i) Audit Committee Member Next Radio Limited: i) Audit Committee Member Digicontent Limited: i) Audit Committee Member	Digicontent Limited: i) Stakeholders' Relationship Committee Member
No. of Board Meetings attended during FY- 22	4	1	NIL

As per latest disclosure received from the Director.

*In terms of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, only two Committees viz. Audit Committee and Stakeholders' Relationship Committee have been considered.