Annexure 1

COMPOSITE SCHEME OF ARRANGEMENT

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE SECTIONS OF THE COMPANIES ACT, 2013

AMONG

DCM LIMITED
("TRANSFEROR COMPANY")

AND

DCM ENGINEERING LIMITED
("TRANSFEREE COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

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INTRODUCTION

A. PREAMBLE

This scheme of arrangement ("**Scheme**") is presented under the provisions of Sections 230 – 232 and other relevant provisions of the Act (*as defined hereinafter*) read with Section 2(42C) of the IT Act (*as defined hereinafter*), for the: (i) transfer of the Business Undertaking (*as defined hereinafter*) of the Transferor Company and vesting of such Business Undertaking with and into the Transferee Company (*as defined hereinafter*) on a going concern basis by way of a Slump Sale (*as defined hereinafter*); and (ii) restructuring of the Transferred Debt (*as defined hereinafter*) after giving effect to transfer of the Business Undertaking of the Transferor Company and vesting of such Business Undertaking with and into the Transferee Company, pursuant to the provisions of Sections 230 – 232 and other relevant provisions of the Act and the relevant provisions of this Scheme. In addition, this Scheme also provides for various other matters consequential to or otherwise connected herewith.

B. RATIONALE FOR THE SCHEME

The Transferor Company currently has business interests in diverse businesses such as manufacturing/ sale of castings to the automotive industry and real estate development. The management of the Transferor Company believes that the business interests of the Transferor Company in the Business Undertaking, which comprises the engineering division, and the Remaining Undertaking (*as defined hereinafter*), require dedicated management focus and business strategies to ensure that the respective businesses are given the right impetus for growth by securing, among other things, strategic and financial partnership(s).

With a view to achieve greater management focus on each of the Remaining Undertaking and the Business Undertaking, the management of the Transferor Company proposes to transfer the Business Undertaking, and vest such Business Undertaking with and into the Transferee Company (a wholly owned subsidiary of Transferor Company).

In addition, with a view to restore profitability of and revive the Business Undertaking, it is considered necessary to induct financial/ strategic partner(s) in the Business Undertaking (which comprises the engineering division) who can provide critically required modern technology and financial investment to the Business Undertaking, enabling the Transferee Company to sustain and grow the operations of the Business Undertaking.

The management of the Transferor Company believes that the segregation of the Business Undertaking will enable the Transferee Company to restructure the outstanding loans, debts and liabilities of the Transferor Company in relation to the Business Undertaking, enabling the Transferee Company to improve serviceability of such outstanding loans, debts and liabilities and revive the Business Undertaking.

The transfer of the Business Undertaking by the Transferor Company to the Transferee Company will enable the management of the Transferor Company to focus on the Remaining Undertaking and to develop and manage real estate assets, so as to derive

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long term annuity value for the shareholders. This will help in expediting the monetization of these assets and to bridge the gap between intrinsic value and market capitalization of the Transferor Company.

The management of the Transferor Company and the Transferee Company believe that the transfer of the Business Undertaking from the Transferor Company and vesting of such Business Undertaking with and into the Transferee Company and the restructuring of the outstanding loans, debt and liabilities in relation to the Business Undertaking, are in the larger interest of the shareholders, creditors and employees of the Transferor Company and the Transferee Company and will enhance the prospects of the future growth of the Transferor Company and the Transferee Company, and is likely to result in the following benefits for the Transferor Company and the Transferee Company:

(i) imparting better management focus, facilitating administrative convenience and ensuring optimum utilization of various resources of the Transferor Company and Transferee Company;

(ii) increasing efficiencies in management, control and administration of the affairs of the Transferor Company and Transferee Company;

(iii) facilitating strategic investment in the Transferee Company;

(iv) enabling the Transferor Company and Transferee Company to focus on their core business verticals;

(v) creating and enhancing stakeholders' value by unlocking the intrinsic value of the core businesses of the Transferor Company and Transferee Company;

(vi) enabling each of the Transferor Company and the Transferee Company to raise necessary resources for their respective businesses independently; and

(vii) achieving an optimum capital structure and commensurate assets which is likely to enhance the business prospects of the Transferor Company as well as the Transferee Company and provide for wealth creation for the shareholders of the Transferor Company and the Transferee Company in the long-term.

C. PARTS OF THE SCHEME

This Scheme is divided into the following sections:

1. SECTION I

TRANSFER OF THE BUSINESS UNDERTAKING AND VESTING OF THE SAME WITH AND INTO THE TRANSFEREE COMPANY BY WAY OF A SLUMP SALE

Part A deals with the definitions and share capital of the Transferor Company and Transferee Company.

Part B deals with transfer of the Business Undertaking of the Transferor Company and

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vesting of the same with and into the Transferee Company, in accordance with Section 2 (42C) of the IT Act (*as defined hereinafter*) and Sections 230 to 232 and other relevant provisions of the Act.

Part C deals with the payment of consideration by the Transferee Company to the Transferor Company for the transfer of the Business Undertaking of the Transferor Company and vesting of the same with and into the Transferee Company.

Part D deals with the accounting treatment in the books of the Transferor Company and the Transferee Company and various other matters consequential to or otherwise connected herewith.

2. SECTION II

RESTRUCTURING OF THE TRANSFERRED DEBT

Part A deals with the definitions.

Part B deals with the restructuring of the Transferred Debt after giving effect to transfer of the Business Undertaking of the Transferor Company and vesting of such Business Undertaking with and into the Transferee Company.

3. SECTION III

Section III deals with the general terms and conditions applicable to the Scheme.

SCHEDULES

Schedule I: Details of the secured creditors and unsecured creditors of the Transferor Company in relation to the Business Undertaking as of the Appointed Date.

Schedule II: Details of the Transferred Debt (*as defined hereinafter*) as on Appointed Date.

Schedule III: Details of the Excluded Immovable Properties (*as defined hereinafter*).

Schedule IV: Details of the Lease Ropar Land (*as defined hereinafter*).

Schedule V: Illustration of the payments to be made by the Transferee Company to the Term Lenders (*as defined hereinafter*) under Clause 1.2.2(a)(ii)(A) of Section II of the Scheme, based on the outstanding amounts as on September 30, 2019.

Schedule VI: Illustration of the payments to be made by the Transferee Company to the WC Lenders (*as defined hereinafter*) under Clause 1.2.2(b)(i) of Section II of the Scheme, based on the outstanding amounts as on September 30, 2019.

Schedule VII: Details of the Transferor Immovable Properties (*as defined hereinafter*).

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SECTION I

TRANSFER OF THE BUSINESS UNDERTAKING AND VESTING OF THE SAME WITH AND INTO THE TRANSFEREE COMPANY BY WAY OF A SLUMP SALE

PART A

WHEREAS:

A. **DCM LIMITED** (hereinafter referred to as the "**Transferor Company**"), is a public company incorporated under the India Companies Act, 1882 (and validly existing under the Companies Act, 2013) having its registered office at Vikrant Tower, 4, Rajendra Place, New Delhi 110 008, India with permanent account number AAACD1012E and the corporate identification number L74899DL1889PLC000004. The Transferor Company was incorporated on March 26, 1889 under the name and style "The Delhi Cloth and General Mills Company" and the name of the Transferor Company was changed to DCM Limited with effect from October 6, 1983. The e-mail address of the Transferor Company is investors@dcm.in. The Transferor Company is *inter-alia* engaged in the business of manufacturing/ sale of castings to the automotive industry and real estate development. The equity shares of the Transferor Company are listed on the Stock Exchanges (*as defined hereinafter*).

B. **DCM ENGINEERING LIMITED** (hereinafter referred to as the "**Transferee Company**"), is a public company incorporated under the Companies Act, 1956 (and validly existing under the Companies Act, 2013) having its registered office at 606, 6th Floor, Vikrant Tower, 4, Rajendra Place, New Delhi 110 008, India with permanent account number AABCD5608H and the corporate identification number U29223DL1998PLC097618. The Transferee Company was incorporated on December 23, 1998 under the name and style "DCM Tools and Dies Limited" and the name of the Transferee Company was changed to DCM Engineering Limited with effect from October 15, 2019. The e-mail address of the Transferee Company is dcmenggl@gmail.com. Currently, the Transferee Company does not engage in any business, however, the memorandum of association of the Transferee Company *inter alia* permit the Transferee Company to undertake the engineering business including manufacturing and supply of grey iron casting. The Transferee Company is a wholly-owned subsidiary of the Transferor Company.

C. In terms of Section I of this Scheme, it is now proposed, *inter alia*, to transfer the Business Undertaking of the Transferor Company, and vest such Business Undertaking with and into the Transferee Company by way of Slump Sale pursuant to and under Sections 230-232 and other relevant provisions of the Act, in the manner provided for in Section I of the Scheme.

D. The transfer of the Business Undertaking and vesting of such Business Undertaking with and into the Transferee Company by way of Slump Sale pursuant to and in accordance with Section I of this Scheme will be in accordance with Section 2 (42C) of the IT Act.

E. In terms of Section II of this Scheme, it is now proposed, *inter alia*, to restructure the Transferred Debt after giving effect to transfer of the Business Undertaking of the

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Transferor Company and vesting of such Business Undertaking with and into the Transferee Company, pursuant to and under Sections 230-232 and other relevant provisions of the Act, in the manner provided for in Section II of the Scheme.

1. DEFINITIONS

For the purposes of Section I of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

(a) "**Act**" means the Companies Act, 2013 and the rules, regulations, circulars and notifications issued thereunder, including without limitation the Companies (Compromises, Arrangements and Amalgamations) Rules 2016, each as amended from time to time.

(b) "**Applicable Laws**" means any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, listing agreement or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as in effect from time to time.

(c) "**Appointed Date**" means the opening of business hours on October 1, 2019, being the time and date with effect from which this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section III of the Scheme.

(d) "**Business Undertaking**" means the business undertaking relating to the Engineering Division of the Transferor Company, on a going concern basis, which includes, without limitation:

(i) all assets, whether moveable or immoveable, whether leasehold or freehold, whether tangible or intangible, plant and machinery, equipment, stocks and inventory, including all rights, title, interest, claims, covenants, undertakings of the Transferor Company pertaining to such assets, but excluding the Excluded Immovable Properties;

(ii) all investments, receivables, loans and advances, including accrued interest thereon, all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Transferor Company pertaining to the Engineering Division;

(iii) all debts (including the Transferred Debt), borrowings and liabilities, whether present or future, whether secured or unsecured of the Transferor Company pertaining to the Engineering Division;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax benefits, subsidies, concessions, tax credits (including, but not limited to, all amounts claimed as refund, whether or not so recorded in the books of accounts and credits in respect of CENVAT, sales tax, value added tax, central sales tax, turnover tax, excise duty, service tax, goods and service tax, to the extent permissible under the IT Act and other Applicable Laws, privileges and benefits of or under all contracts,

agreements, tenders, bids, purchase and sale orders, memoranda of understanding, expressions of interest, letters of intent, commitments, undertakings, deeds, bonds, investments undertaken by or arrangements of any kind, experience and/or performance statements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Transferor Company pertaining to the Engineering Division;

(v) all copyrights, trademarks, domain names, service marks, brand names, logos, patents and other intellectual property rights of whatsoever nature and the goodwill arising therefrom, of the Transferor Company pertaining to the Engineering Division, whether registered, unregistered or pending registration;

(vi) all persons who are employed in the Transferor Company in relation to the Engineering Division as on the Effective Date;

(vii) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeal, applications or other proceedings of whatsoever nature initiated by or against the Transferor Company in connection with the Engineering Division;

(viii) insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise, to which the Transferor Company is a party, or to the benefit of which the Transferor Company is eligible, in each case in connection with the Engineering Division;

(ix) all advance payments, earnest monies, security deposits, advance rentals, payment against warrants, if any, or other rights or entitlements of the Transferor Company in connection with the Engineering Division; and

(x) all books, record files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, designs, catalogues, quotations, websites, cloud storage, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form, in connection with or relating to the Transferor Company pertaining to the Engineering Division.

(e) "**Effective Date**" means the date on which the last of the conditions set out in Clause 1.5 of Section III of the Scheme is satisfied and the Scheme is made effective with effect from the Appointed Date.

(f) "**Encumbrance**" means any present or future mortgage, pledge, options, equitable interest, assignment by way of security, security interest, hypothecation, right of other Persons, claim, title defect, deed of trust, title retention agreement, voting trust agreement, any interest, lien, charge (whether fixed or floating), in favour of any Person, any adverse possession, or any adverse claim as to title, possession or use, any other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law or any agreement, whether conditional or otherwise, to create any of the above, including any restriction imposed under Applicable Law or

contract which could materially affect the ownership, use or sale of an asset or right.

(g) "**Engineering Division**" means the division of the Transferor Company in relation to and pertaining to the engineering business of the Transferor Company comprising of DCM Engineering Product undertaking of the Transferor Company.

(h) "**Excluded Immovable Properties**" mean all rights, title, interest, claims, covenants and undertakings of the Transferor Company pertaining to properties set out in **Schedule III**.

(i) "**Governmental Authorities**" means any government authority, statutory authority, regulatory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on each of the Transferor Company and Transferee Company, or any one party or any state or other subdivision thereof or any municipality, district or other subdivision thereof.

(j) "**Ind AS**" means the Indian Accounting Standards prescribed under Section 133 of the Act.

(k) "**IT Act**" means the Income Tax Act, 1961, and the rules, regulations, circulars and notifications issued thereunder, each as amended, modified, replaced or supplemented from time to time.

(l) "**Lease Ropar Land**" means properties set out in **Schedule IV**.

(m) "**Person**" means any natural person, limited or unlimited liability company, corporation, partnership firm (whether limited or unlimited), proprietorship firm, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as an entity under Applicable Law.

(n) "**Remaining Undertaking**" means all business undertakings of the Transferor Company including the real estate business, other than the Business Undertaking.

(o) "**RoC**" means the Registrar of Companies, National Capital Territory of Delhi and Haryana.

(p) "**Scheme**" means this scheme of arrangement among the Transferor Company, Transferee Company and their respective shareholders and creditors, pursuant to the provisions of Sections 230 – 232 and other applicable provisions of the Act, and rules made thereunder.

(q) "**SEBI Circular**" means SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, read with SEBI Circular No. CFD/DIL3/CIR/2017/26 dated March 23, 2017; SEBI Circular No. CFD/DIL3/CIR/2017/105 dated September 21, 2017; SEBI Circular No. CFD/DIL3/CIR/2018/2 dated January 3, 2018 and SEBI Circular No. SEBI/HO/CFD/DIL1/CIR/P/2019/192 dated September 12, 2019, and includes any substitution, modification or reissuance thereof.

(r) "**Slump Sale**" means sale of an undertaking on a going concern basis as defined under Section 2(42C) of the IT Act, for a lump sum consideration without values being assigned

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to the individual assets and liabilities.

(s) "**Stock Exchanges**" means the stock exchanges where the equity shares of the Transferor Company are listed and are admitted to trading, *viz*, BSE Limited and the National Stock Exchange of India Limited.

(t) "**Transferee Company**" has the meaning ascribed to it in Recital B of Section I hereto.

(u) "**Transferred Debt**" means the indebtedness of the Transferor Company in relation to the Business Undertaking to be transferred to the Transferee Company pursuant to this Scheme, as more particularly listed in **Schedule II** hereto.

(v) "**Transferor Company**" has the meaning ascribed to it in Recital A of Section I hereto.

(w) "**Tribunal**" means the National Company Law Tribunal, New Delhi bench.

The expressions, which are used in this Section I of the Scheme and not defined in Section I shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under Section II or Section III of the Scheme or in absence thereof, the Act, the IT Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the Depositories Act, 1996 and other Applicable Laws, rules, regulations, bye-laws, guidelines, circulars, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

2. SHARE CAPITAL

2.1. The share capital of the Transferee Company, as on September 30, 2019 is as under:

Share Capital	Amount (INR)
Authorized Share Capital	
59,000 equity shares of INR 10 each	5,90,000
100 redeemable cumulative preference shares of INR 100 each	10,000
Total	**6,00,000**
Issued, Subscribed and Paid-up Share Capital	
50,000 equity shares of INR 10 each	5,00,000
Total	**5,00,000**

2.2. Since October 1, 2019 and until the date of the Scheme being approved by the board of directors of the Transferee Company, there has been no change in the authorized, issued, subscribed or paid up capital of the Transferee Company. The shares of the Transferee Company are not listed on any stock exchanges.

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2.3. The share capital of the Transferor Company, as on September 30, 2019 is as under:

Share Capital	Amount (INR)
*Authorized Share Capital**	
8,39,99,000 equity shares of INR 10 each	83,99,90,000
3,20,000 9.5% sixth redeemable cumulative preference shares of INR 25 each	80,00,000
36,80,000 preference shares of INR 25 each	9,20,00,000
10,00,000 cumulative convertible preference shares of INR 100 each	10,00,00,000
100 13.5% redeemable cumulative preference shares of INR 100 each	10,000
Total	**1,04,00,00,000**
Issued, Subscribed and Paid-up Share Capital	
1,86,77,749 equity shares of INR 10 each	18,67,77,490
Less: Calls in arrears by others**	31,175
Total	**18,67,46,315**

* **Note**: The authorized share capital of the Transferor Company has been reduced to INR 84,00,00,000 (Indian Rupees Eighty Four Crores) divided into 6,39,99,000 (Six Crores Thirty Nine Lakhs and Ninety Nine Thousand) equity shares of INR 10 (Indian Rupees Ten) each; 3,20,000 (Three Lakhs and Twenty Thousand) 9.5% sixth redeemable cumulative preference shares of INR 25 (Indian Rupees Twenty Five) each; 36,80,000 (Thirty Six Lakhs and Eighty Thousand) preference shares of INR 25 (Indian Rupees Twenty Five) each; 10,00,000 (Ten Lakhs) cumulative convertible preference shares of INR 100 (Indian Rupees Hundred) each; and 100 (Hundred) 13.5% redeemable cumulative preference shares of INR 100 (Indian Rupees Hundred) each, pursuant to a scheme of arrangement, however, the abovementioned reduction in the authorized share capital of the Transferor Company has not yet been given effect in the records of the RoC.

****Note**: Calls in arrears by others amounting to INR 31,175 (Indian Rupees Thirty One Thousand One Hundred and Seventy Five) has been written off by the Transferor Company, pursuant to a scheme of arrangement, however, the aforementioned write off of the calls in arrears has not yet been given effect in the records of the RoC.

2.4. Since October 1, 2019 and until the date of the Scheme being approved by the board of directors of the Transferor Company, there has been no change in the authorized, issued,

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subscribed or paid up capital of the Transferor Company. The shares of the Transferor Company are listed on the Stock Exchanges.

2.5. As on the date of approval of the Scheme by the board of directors of the Transferee Company, 100% (One Hundred per cent.) of the paid up equity share capital of the Transferee Company, on a fully-diluted basis, is held by the Transferor Company.

3. OBJECTS

3.1. The objects of the Transferor Company include amongst others:

(viii) To carry on all or any of the business of designing, manufacturing, developing, improving, hiring, repairing, trading, buying, selling dealing in forgings and castings of ferrous and non-ferrous materials and in any weight for any industry whatsoever, including grey iron castings, chilled and malleable castings, Ductile Iron, casting; gunmetal castings, steel castings, gunmetal, copper, brass and aluminium castings and foundry work.

(viiiA) To carry on the business of iron-foundries, Engineering castings, manufacturers of machinery and equipments, tool makers, iron and steel converters, pattern makers, metallurgists, prototype solution provider to all types of engine manufacturing.

(viii B) To undertake job work of Castings and Engineering, value addition in Grey cast Objects iron by machining, manufacture & supply of machined castings and components such as engine blocks, cylinder heads and other precision machined parts, semi-finished or ready to be assembled on the Engine.

(viii C) To carry on the business of manufacturers, traders, suppliers, sellers of casting of any type, foundry toolings including Patterns, Core Boxes, Jigs and Fixtures etc. for all types of castings.

(viii D) To undertake and execute any contracts for works involving the supply or use of any machinery or components and accessories of machinery of any kind and to carry out any ancillary or other works comprised in such contracts.

(viii E) To carry on business as manufacturers and dealers in metal, enamel, aluminium, alloys, and any other products, substances, articles, and things and to carry on and conduct workshop and foundries of iron, brass and other metals.

(ix) To carry on any business relating to the winning and working of minerals, tire production and working of metals and the production, manufacture and preparation of any other materials which may be usefully or conveniently combined with the engineering or manufacturing business of the Company.

(x) To carry on the business of store-keeper in all its branches, and in particular to buy, sell, manufacture and deal in goods, stores, consumable articles, chattels and effects of all kinds, both whole sale and retail, and to transact every kind of agency business.

(xii) To purchase, take on lease or otherwise acquire any mines, mining rights and metalliferous land in India or elsewhere, and any interest therein, and to explore, work, exercise, develop and turn to account the same; to crush, win, get quarry smelt, calcine, refine, dress, amalgamate, manipulate, and prepare for market ore, metal and mineral substances of all kinds, and to carry on

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other metallurgical operations which may seem conducive to the Company's object.

(xv) To carry on the business of import and export in all its branches.

(xvDD) To purchase, take on lease or hire, exchange or otherwise acquire, manufacture, fabricate, construct, assemble, design, develop, recondition, operate, set-up, maintain, improve, repair, work upon and to sell, lease or let on hire, export, dispose of and otherwise deal in mechanical products, parts, components of various materials including metals, plastics, ceramics.

(xvE) To act as consultants-technical, financial, commercial, personnel, marketing, purchasing, quality control, operational, projects and in furtherance and pursuance of which to accept appointment.

(xvF) To carry on the trade or business of real estate, purchase, sell and to dispose of the same and to enter into any leasing arrangement in regard thereto and to deal in the above as agents.

(xvi) To carry on any other business, whether manufacturing or otherwise, which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

(xxv) To construct, improve, maintain, develop, work, manage, carry out or control any mills, factories, plants, machinery, roads, ways, tramways, railways, branches or sidings, bridges, reservoirs, watercourses, wharves, manufactories, warehouses, electric works, shops, stores and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidise or otherwise 'assist or take part in the construction, improvement, maintenance, working, management carrying out or control thereof; and to pull down, rebuild and repair any of the same.

(xxxii) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other Company having objects altogether or in part similar to those of this Company.

(xxxiii) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with, all or any part of the property and rights of the Company.

(xxxiv) To develop and turn to account any land acquired by the Company or in which it is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering pulling down, decorating, maintaining, fitting up and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building-lease or building-agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.

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

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(xl) *To do all such other things as the Company may think conducive or incidental to the attainment of any of the above objects.*

(xli) *And it is hereby declared that the word "Company" in this clause shall be deemed to include any partnership or other body of persons whether incorporated, or not incorporated, and whether domiciled in the Dominion of India or elsewhere, and the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph, be independent main objects and shall be in no wise limited or restricted by a reference to or inference from the terms of any other paragraph or the name of the Company.*

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

1. *To purchase, sell, import, export, manufacture and to deal with all kinds of Tools, Dies, mouldings, ferrous/non-ferrous castings, fully machined castings, forgings, coated sand, steel scrap, pig iron, ferrous & non-ferrous metals and other foundry equipments/materials.*

2. *To carry on all or any of the business of designing, manufacturing, developing, improving, hiring, repairing, trading, buying, selling dealing in forgings and castings of ferrous and non-ferrous materials and in any weight for any industry whatsoever, including grey iron castings, chilled and malleable castings, Ductile Iron, casting; gunmetal castings, steel castings, gun metal, copper, brass and aluminium castings and foundry work.*

3. *To carry on the business of iron-foundries, Engineering castings, manufacturers of machinery and equipments, tool makers, iron and steel converters, pattern makers, metallurgists, prototype solution provider to all types of engine manufacturing.*

4. *To undertake job work of Castings and Engineering, value addition in Grey cast iron by Objects machining, manufacture & supply of machined castings and components such as engine blocks, cylinder heads and other precision machined parts, semi-finished or ready to be assembled on the Engine.*

5. *To carry on the business of manufacturers, traders, suppliers, sellers of casting of any type, foundry toolings including Patterns, Core Boxes, Jigs and Fixtures etc. for all types of castings.*

6. *To undertake and execute any contracts for works involving the supply or use of any machinery or components and accessories of machinery of any kind and to carry out any ancillary or other works comprised in such contracts.*

7. *To carry on business as manufacturers and dealers in metal, enamel, aluminum, alloys, and any other products, substances, articles, and things and to carry on and conduct workshop and foundries of iron, brass and other metals.*

8. *To carry out jobs for machinery/assembly of all types of components/equipments.*

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3.3. The incidental and ancillary objects of the Transferee Company include, amongst others:

3. *To import, buy, exchange, alter, improve and manipulate in all kinds of plants, machinery, apparatus, tools and things necessary or convenient for carrying on the main business of the Company.*

4. *To vest any movable or immovable property, rights or interests required by or received or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.*

7. *To takeover the whole or any part of the business, goodwill, trade-marks properties and liabilities of any person or persons, firm, companies or undertakings either existing or new, engaged in or carrying on or proposing to carry on business this Company is authorised to carry on, possession of any property or rights suitable for the purpose of the Company and to pay for the same either in cash or in shares or partly in cash and partly in shares or otherwise.*

9. *Subject to the Provisions of the Companies Act 2013, to amalgamate with any other company of which all or any of their objects companies having similar to the objects of the Company in any manner whether with or without liquidation.*

14. *To apply for and obtain any order under any Act or Legislature, charter, privilege concession, license or authorisation of any Government, State or other Authority for enabling the Company to carry on any of its main objects into effect or for extending any of the powers of the Company or for effecting and modification of the constitution of the Company or for any other such purpose which may seem expedient and to oppose any proceedings or applications which may seem expedient or calculated directly or indirectly to prejudice the interest of the Company.*

15. *To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conducive to the main objects of the Company or any of them and to obtain from any such Government, authority, person or company any rights, charters, contracts, licenses and concessions which the Company may think desirable to obtain and to carry out, exercise and comply therewith.*

29. *To pay for any property or rights acquired by or for any services rendered to the Company and in particular to remunerate any person, firm or company introducing business to the company either in cash or fully or partly-paid up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the company has power to issue or by the grant of any rights or options or partly in one mode and partly in another and generally on such terms as the company may determine.*

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4. PROMOTERS AND DIRECTORS

4.1. The names of the promoters and directors of the Transferor Company as on September 30, 2019, along with their addresses are set forth below:

S. No.	Name	Promoter/Director	Address
1.	Vinay Bharat Ram	Promoter/ Director	B-69, Paschimi Marg, Vasant Vihar, New Delhi-110057
2.	Sumant Bharat Ram	Promoter	B-69, Paschimi Marg, Vasant Vihar, New Delhi-110057
3.	Rahil Bharat Ram	Promoter	B-69, Paschimi Marg, Vasant Vihar, New Delhi-110057
4.	Yuv Bharat Ram	Promoter	B-69, Paschimi Marg, Vasant Vihar, New Delhi-110057
5.	Ravi Vira Gupta	Director	9, Anand Lok, August Kranti Marg, New Delhi-110049
6.	Jitendra Tuli	Director	N-192, Greater Kailash, Part-I, New Delhi-110048
7.	Bipin Maira	Director	S-113, Greater Kailash, Part-II, New Delhi 110048
8.	Sudhir Kumar Jain	Director	F. No.- 2514, Sector - D, PKT II, Vasant Kunj, South West Delhi- 110070
9.	Krishna Singh Nagnyal	Director	Queens Mansion, Flat No-14, 12 Park Sheet, Opp Park Hotel, Middleton Row, Kolkata 700071
10.	Dinesh Dhiman	Director	House No 04-SF,Palam Grove Ansal API, Sector - 115, Kharar Landran Road, Mohali 160062 Punjab
11.	Sushil Kapoor*	Director	Flat No. 205, Block-18, Heritage City Mehrauli, Gurgaon Road, Gurgaon-122002 Haryana

*__Note:__ Mr. Sushil Kapoor has resigned from the office of director of the Company with effect from September 30, 2019.

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4.2 The names of the promoters and directors of the Transferee Company as on September 30, 2019, along with their addresses are set forth below:

S. No.	Name	Promoter/Director	Address
1.	DCM Limited	Promoter	Vikrant Tower, 4, Rajendra Place, New Delhi - 110008
2.	Ashwani Kumar Singhal	Director	A -17A, DDA Flats, Munirka, New Delhi 110067
3.	Pawan Kumar Gupta	Director	H.No. 2074, Gali No. 162, First Floor, Ganesh Pura, Tri Nagar, Delhi- 110035
4.	Krishna Gopal Gupta	Director	C – 30, Shyam Vihar, Ph – II, Dindar Pur Village, Delhi - 110043

5. OTHER DISCLOSURES

5.1. No investigations or proceedings under the Act are pending against the Transferee Company or the Transferor Company.

5.2. The Transferor Company was incorporated on March 26, 1889. There has been no change in the name, registered office or objects of the Transferor Company during the last 5 (five) years, other than the change in the objects of the Transferor Company pursuant to a scheme of amalgamation between the Transferor Company, erstwhile DCM Engineering Limited and their respective members and creditors sanctioned by the Hon'ble High Court of Delhi *vide* its order dated May 16, 2016, which became effective on May 28, 2016.

5.3. The Transferee Company was incorporated on December 23, 1998. There has been no change in the name, registered office or objects of the Transferor Company during the last 5 (five) years other than (i) the change in the name of the Transferee Company from 'DCM Tools and Dies Limited' to 'DCM Engineering Limited' pursuant to which a fresh certificate of incorporation was issued to the Transferee Company on October 15, 2019; and (ii) the change in the objects of the Transferee Company pursuant to a special resolution passed by the shareholders of the Transferee Company at the extra-ordinary general meeting held on October 10, 2019.

5.4. The Scheme will not have any adverse effect on any directors, key managerial personnel, promoters, non-promoter members, creditors, employees and depositors of the Transferor Company, other than as set out in Section II of the Scheme. The Transferor Company does not have any debenture holders. The Scheme will be in the best interest of all the stakeholders of the Transferor Company.

5.5. The Scheme will not have any adverse effect on any directors, key managerial personnel, promoters, non-promoter members, creditors and employees of the Transferee Company. The Transferee Company does not have any debenture holders or depositors. The Scheme will be in the best interest of all the stakeholders of the Transferee Company.

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5.6. The benefits of the Scheme to the Transferor Company, the Transferee Company and their respective members, creditors and employees, as perceived by the board of directors of the Transferor Company and the Transferee Company, respectively, are mentioned in Paragraph B of the Introduction to the Scheme (*Rationale*).

5.7. The board of directors of the Transferor Company has approved the Scheme at its meeting held on November 28, 2019. The particulars of the meeting of the board of directors of the Transferor Company are set forth below:

S. No.	Particulars of board meeting	Details
1.	Names of directors who voted in favour of the resolution	All the directors of the Transferor Company present at the abovementioned meeting voted in favour of the resolution
2.	Names of directors who voted against the resolution	Not Applicable
3.	Names of directors who did not vote or participate in the resolution	Not Applicable

5.8. The board of directors of the Transferee Company has approved the Scheme at its meeting held on November 28, 2019. The particulars of the meeting of the board of directors of the Transferee Company are set forth below:

S. No.	Particulars of board meeting	Details
1.	Names of directors who voted in favour of the resolution	All the directors of the Transferee Company present at the abovementioned meeting voted in favour of the resolution
2.	Names of directors who voted against the resolution	Not Applicable
3.	Names of directors who did not vote or participate in the resolution	Not Applicable

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PART B

6. TRANSFER OF THE BUSINESS UNDERTAKING AND VESTING OF THE SAME WITH AND INTO THE TRANSFEREE COMPANY BY WAY OF A SLUMP SALE

6.1 Subject to the provisions of Section I of the Scheme in relation to the modalities of a Slump Sale, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Business Undertaking, together with all its present and future properties, assets, investments, borrowings (including the Transferred Debt), approvals, intellectual property rights, insurance covers or claims, records, rights, benefits, interests, employees, contracts, obligations, proceedings and liabilities, excluding the Excluded Immovable Properties, shall be transferred from the Transferor Company and stand vested with and into the Transferee Company and shall become the property of and an integral part of the Transferee Company, as a going concern by way of a Slump Sale, and by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed required by either of the Transferor Company or the Transferee Company. Without prejudice to the generality of the above, in particular, the Business Undertaking shall stand transferred and vested with and into the Transferee Company, in the manner described in sub-paragraphs (a) – (m) below:

a. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all immovable property (including land, buildings and any other immovable property but excluding the Excluded Immovable Properties) of the Transferor Company pertaining to the Business Undertaking, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall, subject to the provisions of Clause 6.3 of Section I of this Scheme, stand transferred and vested in or be deemed to be transferred and vested in the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed done by the Transferor Company or the Transferee Company. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes, rent and charges, and fulfill all obligations, in relation to or applicable to the abovementioned immovable properties (excluding the Excluded Immovable Properties) and the relevant landlords, owners and lessors shall continue to comply with the terms, conditions and covenants under all relevant lease/ license or rent agreements and shall, in accordance with the terms of such agreements, refund the security deposits and advance / prepaid lease / license fee, if any, to the Transferee Company. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the title to the abovementioned immovable properties of the Transferor Company (excluding the Excluded Immovable Properties) pertaining to the Business Undertaking shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing of the vesting order of the Tribunal sanctioning the Scheme with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Governmental Authorities shall suffice as record of continuing title with the Transferee Company pursuant to the Section I of the Scheme

becoming effective and shall constitute a deemed mutation and substitution thereof. The Transferee Company shall in pursuance of the vesting order of the Tribunal be entitled to the delivery and possession of all documents of title to the abovementioned immovable property in this regard.

b. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all the assets of the Transferor Company pertaining to the Business Undertaking as are movable in nature or are otherwise capable of being transferred by physical or constructive delivery and, or, by endorsement and delivery, or by vesting and recordal, including equipment, furniture and fixtures, shall stand transferred and vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed done by the Transferor Company or the Transferee Company. The transfer and vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery, or by vesting and recordal, as appropriate to the property being transferred and vested and the title to such property shall be deemed to have been transferred and vested accordingly with and into the Transferee Company.

c. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any and all other movable property (except those specified elsewhere in this Clause) including all investments, sundry debts and receivables, outstanding loans and advances, if any, relating to the Business Undertaking, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with Governmental Authorities, semi-Governmental Authorities, local and other authorities and bodies, customers and other Persons, cheques on hand, shall, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company become the property of the Transferee Company. Without prejudice to the foregoing, the Transferee Company shall be entitled to deposit at any time after the Effective Date, cheques received in the name of the Transferor Company and pertaining to the Business Undertaking, to enable the Transferee Company to receive the amounts thereunder. Where any of the outstanding receivables attributed to the Business Undertaking have been received by the Transferor Company after the Appointed Date, but before the Effective Date, the same shall be deemed to have been received by the Transferor Company for and on behalf of the Transferee Company.

d. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all debts, borrowings, liabilities, contingent liabilities, duties and obligations, secured or unsecured, relating to the Business Undertaking, including the Transferred Debt, whether provided for or not in the books of accounts of the Transferor Company or disclosed in the balance sheet of the Transferor Company and pertaining to the Business Undertaking, shall, subject to the provisions of Clause 6.3 of Section I of this Scheme, stand transferred to and vested in the Transferee Company, and the same shall be assumed to the extent they are outstanding on the Effective Date and become

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and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other Person, who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-Clause. However, subject to the provisions of Clause 6.3 of Section I of this Scheme, if any lender pertaining to the Business Undertaking requires satisfaction of the charge over the properties of the Transferor Company and recordal of a new charge with the Transferee Company, the Transferor Company and the Transferee Company shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the vesting order of the Tribunal sanctioning the Scheme, or a certified copy of the same, and any deed of modification or novation executed *inter-alia* by the Transferee Company. Where any of the loans, liabilities and obligations attributed to the Business Undertaking have been discharged by the Transferor Company after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been done by the Transferor Company for and on behalf of the Transferee Company.

e. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all incorporeal or intangible property of or relating to the Business Undertaking shall stand transferred and vested in the Transferee Company and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company.

f. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Business Undertaking to which the Transferor Company is a party or to the benefit of which the Transferor Company may be entitled or eligible, shall be in full force and effect against or in favour of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. Without prejudice to the generality of the foregoing, bank guarantees, performance guarantees, letters of credit, agreements with any Governmental Authority, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the Business Undertaking, or to the benefit of which the Transferor Company may be eligible in relation to the Business Undertaking and which are subsisting or have effect immediately before the Effective Date, including all rights and benefits (including benefits of any deposit, advances, receivables or claims) arising or accruing therefrom, shall, upon this Scheme becoming effective, by operation of law pursuant to the

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vesting order of the Tribunal sanctioning the Scheme, be deemed to be bank guarantees, performance guarantees, letters of credit, agreements, deeds, documents, and arrangements, as the case may be, of the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company and shall be appropriately transferred or assigned by the concerned parties / Governmental Authority in favour of the Transferee Company. However, the Transferee Company shall undertake all necessary compliances prescribed under Applicable Laws to effectuate transfer of goods and services tax credits relating to the Business Undertaking to the Transferee Company.

g. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, easements, goodwill, entitlements, facilities of every kind and description of whatsoever nature, in relation to the Business Undertaking, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible in relation to the Business Undertaking, shall be enforceable by or against the Transferee Company, as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company.

h. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any statutory licenses, no-objection certificates, permissions, registrations (including, but not limited to, sales tax, service tax, goods and services tax, excise, value added tax, central sales tax (if any)), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, facilities of every kind and description of whatsoever nature or rights required to carry on the operations, in relation to the Business Undertaking or granted to the Transferor Company in relation to the Business Undertaking, shall stand vested in or transferred to the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of the Transferee Company upon transfer and vesting of the Business Undertaking with and into the Transferee Company pursuant to Section I of this Scheme. However, the Transferee Company shall undertake all necessary compliances prescribed under Applicable Laws to effectuate transfer of such statutory licenses, no-objection certificates, permissions, registrations, approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages and facilities, relating to the Business Undertaking, to the Transferee Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions, approvals or consents required to carry on the operations of the Business Undertaking shall transfer and vest in and become

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available to the Transferee Company upon Section I of this Scheme, coming into effect on the Effective Date and with effect from the Appointed Date, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company.

i. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Transferor Company in relation to the Business Undertaking. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, if any notice, dispute, suit, appeal, complaint, claim or other proceeding of whatsoever nature by or against the Transferor Company in relation to the Business Undertaking (or part thereof), including (but not limited to) those before any Governmental Authority, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the transfer and vesting of the Business Undertaking with and into the Transferee Company, or of anything contained in this Scheme, but the proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, where required, the Transferee Company undertakes to have such legal or other proceedings initiated by or against the Transferor Company in relation to the Business Undertaking transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company. The Transferee Company also undertakes to handle all legal or other proceedings which may be initiated against the Transferor Company in relation to the Business Undertaking after the Effective Date in respect of the period up to the Effective Date, in its own name and account and further undertakes to pay all amounts including interest, penalties, damages, etc. which the Transferor Company may be called upon to pay or secure in respect of any liability or obligation relating to the Business Undertaking for the period up to the Effective Date.

j. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all persons that were employed in the Transferor Company in relation to the Business Undertaking immediately before the Effective Date, shall become employees of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, on terms and conditions no less favourable than those that were applicable to such employees immediately prior to such transfer and vesting of the Business Undertaking with and into the Transferee Company, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such transfer and vesting of the Business Undertaking with and into the Transferee Company and without any break or interruption in service. It is clarified that such employees

of the Transferor Company that become employees of the Transferee Company by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such transfer and vesting of the Business Undertaking with and into the Transferee Company and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees, of the Transferee Company, unless and otherwise so stated by the Transferee Company in writing in respect of all employees, class of employees or any particular employee. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, entered into by the Transferor Company in respect of the abovementioned employees forming part of the Business Undertaking with their respective employees/ employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of the abovementioned employees of the Transferor Company in relation to the Business Undertaking, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferee Company shall stand substituted for the Transferor Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Transferor Company (or an affiliate of the Transferor Company on behalf of the Transferor Company) for its employees being transferred to the Transferee Company pursuant to this Scheme shall be continued by the Transferee Company for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company. Further, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Business Undertaking shall be continued/ continue to operate against the relevant employee and shall be enforced by the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company.

k. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all direct and indirect taxes of any nature, duties and cess or any other like payment or deductions made by the Transferor Company in relation to the Business Undertaking to any statutory authorities, including (but not limited to) income tax, service tax, security transaction tax, value added tax, central sales tax, customs duty, minimum alternate tax, advance tax, excise duty, goods and services tax, or any other like payments made by the Transferor Company in relation to the Business Undertaking to any statutory authorities), or other collections made by the Transferor Company in relation to the Business Undertaking and relating to the period after the Appointed Date up

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to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company. Further, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all deduction otherwise admissible to Transferor Company in relation to the Business Undertaking including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (including, but not limited to, under Section 43B, Section 40, and Section 40A of the IT Act) shall be eligible for deduction to the Transferee Company upon fulfilment of the applicable conditions under the IT Act. Further, the Transferee Company shall be entitled to claim credit for taxes paid against its tax/ duty liabilities/ service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/ duties, as the case may be, to the extent attributable to the Business Undertaking, being in the name of the Transferor Company, to the extent permissible under the IT Act and Applicable Laws. Upon the Scheme coming into effect on the Effective Date, all taxes payable by or refundable to or being the entitlement of the Transferor Company to the extent attributable to the Business Undertaking, including all or any refunds or claims shall be treated as the tax liability or refunds/ credits/ claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, entitlements (including, but not limited to, sales tax, closing balance of CENVAT, value added tax, turnover tax, central sales tax, excise duty, goods and services tax, security transaction tax, and duty entitlement credit certificates), holidays, remissions, reductions, as would have been available to the Transferor Company in relation to the Business Undertaking, shall upon this Scheme becoming effective, be available to the Transferee Company, to the extent permissible under the IT Act and Applicable Laws. The Transferee Company shall undertake all necessary compliances prescribed under Applicable Laws to effectuate transfer of credits of goods and services tax in relation to the Business Undertaking to the Transferee Company.

l. Upon the Scheme coming into effect, the Transferor Company and the Transferee Company shall be entitled to file/ revise/ re-open their financial statements (including balance sheet and profit and loss statement) and its statutory/ tax returns and related tax payment certificates to claim refunds/ credits and advance tax/ tax deducted as source as may be required consequent to the implementation of the Scheme.

m. The board of directors of the Transferor Company and the Transferee Company shall be empowered to determine if any specific tax asset and/ or tax liability, or any tax proceeding relates to the Business Undertaking and if the same will be transferred to the Transferee Company upon the Scheme coming into effect on the Effective Date with effect from the Appointed Date.

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

(i) The Transferor Company shall carry on and be deemed to have been carrying on all the business and activities of the Business Undertaking and shall hold and stand possessed of and shall be deemed to have held and stood possessed of all

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the contracts, liabilities or property or assets or the benefit or obligations thereof or thereunder pertaining to the Business Undertaking, for and on behalf of and in trust for the Transferee Company.

(ii) All profits/ losses accruing to the Transferor Company in relation to the Business Undertaking and all taxes (including but not limited to tax losses, unabsorbed depreciation, advance tax, credits and payments in relation to tax deducted at source and tax deferrals) thereon arising or incurred by Transferor Company in relation to the Business Undertaking, shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Transferee Company.

(iii) All accretions and depletions in relation to the Transferor Company and pertaining to the Business Undertaking shall be for and on account of the Transferee Company.

6.2A All profits/ losses accruing to the Transferor Company in relation to the Business Undertaking and all taxes thereon arising or incurred by Transferor Company in relation to the Business Undertaking prior to the Appointed Date, shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Transferor Company

6.3 Upon this Scheme becoming effective on the Effective Date and the consequent transfer and vesting of the Business Undertaking with and into the Transferee Company, subject to Section II of the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company (x) all existing Encumbrance created by the Transferor Company over the assets forming part of the Business Undertaking being transferred to the Transferee Company in accordance with Section I of this Scheme, to secure the debts, loans and other liabilities (if any) in relation to the Remaining Undertaking shall be released; (y) all existing Encumbrance created by the Transferor Company over the assets forming part of the Remaining Undertaking, to secure the debts (including the Transferred Debts), loans and other liabilities in relation to the Business Undertaking being transferred to the Transferee Company in accordance with Section I of this Scheme, shall be released; *provided* however that, subject to the provisions of Section II of this Scheme, all existing Encumbrance created by the Transferor Company over the Excluded Immovable Properties of the Transferor Company (including the Transferor Immovable Properties (*as defined in Section II of the Scheme*)), to secure the debts (including the loans extended by the Secured Creditors, the details of which are set out in Part A of Schedule I) in relation to the Business Undertaking being transferred to the Transferee Company, will continue to exist until the complete discharge of all amounts due under Clause 1.2.2(a)(ii) of Section II of the Scheme, *provided* that such Encumbrance on the Transferor Immovable Properties shall be released by the relevant lenders to enable the Transferor Company to sell the Transferor Immovable Properties so long as the proceeds of such sale are utilized by the Transferor Company in accordance with the provisions of Section II of this Scheme; and (z) all existing Encumbrance created by the Transferor Company over the assets forming part of the Business Undertaking being transferred to the Transferee Company in accordance with Section I of this Scheme, to secure the debts (including the loans extended by the Secured Creditors, the details of which are set out in Part A of Schedule I), loans and other liabilities in relation to the Business Undertaking shall be extended and shall continue to exist over the assets being

transferred to the Transferee Company in accordance with Section I of this Scheme. The Transferee Company and the Transferor Company shall, respectively, take all actions, execute all documents and make appropriate filings with the Governmental Authorities in order to give formal effect to the provisions of this Clause 6.3. For the purposes of this Clause 6.3, no further consent from the existing creditors shall be required and the sanction of this Scheme shall be considered as a specific consent of such creditors.

6.4 The Transferee Company and the Transferor Company shall, respectively, make appropriate filings with the Governmental Authorities in order to give formal effect to the provisions of this Clause 6, and the relevant Governmental Authorities shall take the same on record, and shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company upon this Scheme becoming effective in accordance with the terms hereof.

6.5 The Transferee Company shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under Applicable Laws, do all such acts or things as may be necessary to transfer/ obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company in relation to the Business Undertaking. For the avoidance of doubt, it is clarified that if the consent of either a third party or Governmental Authority is required to give effect to the provisions of this Clause, the said third party or Governmental Authority shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Tribunal, and upon this Scheme becoming effective. The Transferee Company shall file appropriate applications/ documents with the relevant authorities concerned for information and record purposes, and the Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company in relation to the Business Undertaking and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.

6.6 Notwithstanding anything contained to the contrary in Section I of this Scheme, it is clarified that upon Section I of the Scheme coming into effect on the Effective Date, the Excluded Immovable Properties, together with all approvals, rights (including the ownership/ leasehold rights of the Transferor Company), benefits, interests, obligations, title, claims, covenants, undertakings, in relation to such Excluded Immovable Properties shall be retained by the Transferor Company and shall not be transferred by the Transferor Company to the Transferee Company. However, upon Section I of the Scheme coming into effect on the Effective Date, the Transferor Company shall grant the Transferee Company long term lease/ sub-lease rights in the Lease Ropar Land on the terms and conditions mutually agreed between the Transferor Company and the Transferee Company, and such long term lease/ sub-lease rights shall be effective from the Effective Date.

6.7 The board of directors of the Transferor Company and the Transferee Company shall be empowered to determine if any specific asset and/ or liability, or any proceeding relates to the Business Undertaking and if the same will be transferred to the Transferee Company upon the Scheme coming into effect on the Effective Date with effect from the Appointed Date.

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PART C

7. CONSIDERATION

Upon the Scheme coming into effect on the Effective Date and based on the valuation report dated November 28, 2019, from Mr. Rakesh Mundra, a registered valuer, the board of directors of the Transferor Company, in consultation with the board of directors of the Transferee Company, have determined that the transfer/vesting of Business Undertaking from the Transferor Company to the Transferee Company, a wholly owned subsidiary of the Transferor Company, shall be at nil consideration.

PART D

8. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEROR COMPANY

Pursuant to Section I of the Scheme coming into effect on the Effective Date with effect from the Appointed Date, the Transferor Company shall account for the transfer and vesting of the Business Undertaking in its books in accordance with principles as laid down in Ind AS – 103 in the following manner:

8.1. The statement of profit and loss of the Transferor Company shall be debited / credited with the difference between the book values of the assets and liabilities in relation to the Business Undertaking being transferred to the Transferee Company.

9. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

Pursuant to Section I of the Scheme coming into effect on the Effective Date with effect from the Appointed Date, the Transferee Company shall account for the transfer and vesting of the Business Undertaking in its books in accordance with principles as laid down in Ind AS in the following manner:

9.1. The Transferee Company shall record assets and liabilities pertaining to the Business Undertaking being transferred to the Transferee Company pursuant to this Scheme, at the carrying value as appeared in the books of Transferor Company.

9.2. The difference, if any, in the value of assets and liabilities pertaining to the Business Undertaking being transferred to the Transferee Company pursuant to this Scheme, shall be recorded in accordance with the provisions of Ind AS - 103 (Business Combination).

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SECTION II

1.1 DEFINITIONS

The terms used but not defined in this Section II of the Scheme, shall respectively have the meanings ascribed to them in Section I of this Scheme, as the context may require. For the purposes of Section II of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

(a) "**Conversion Period**" has the meaning ascribed to such term in Clause 1.2.2(a)(i)(B) of Section II of the Scheme.

(b) "**HDFC TL Facility**" means the term loan facility availed by the Transferor Company from HDFC Bank Limited in relation to the Business Undertaking for an aggregate amount of INR 16,00,00,000 (Indian Rupees Sixteen Crores only).

(c) "**ICICI TL Facility**" means the term loan facility availed by the Transferor Company from ICICI Bank Limited in relation to the Business Undertaking for an aggregate amount of INR 15,00,00,000 (Indian Rupees Fifteen Crores only).

(d) "**Scheduled Commercial Bank**" means any scheduled commercial banks in India appointed by the Transferor Company/ Transferee Company (as the case may be) at its discretion.

(e) "**New Investment**" means any fresh investment received by the Transferee Company from any Person (other than the Transferor Company or promoters of the Transferor Company), by way of subscription to equity shares or any other securities issued by the Transferee Company to such Person.

(f) "**New Investor**" means any Person (other than the Transferor Company or promoters of the Transferor Company) that makes New Investment into the Transferee Company.

(g) "**OCDs**" mean the unlisted, optionally convertible debentures having face value of INR 1,000 (Indian Rupees One Thousand only) each to be issued by the Transferee Company to the Term Lenders in accordance with Section II of this Scheme.

(h) "**Outstanding TL Amount**" means the entire outstanding principal amount (excluding the accrued interest thereon, if any) under the TL Facilities as on the Effective Date.

(i) "**Permitted Investments**" means the investments (including encashment, re-investment and change in investment) in any of the following:

(i) treasury bills or debt instruments issued by the Government of India or backed by a full Government of India guarantee;
(ii) fixed deposits with any scheduled commercial banks; and
(iii) any debt mutual funds.

(j) "**Redemption Period**" has the meaning ascribed to such term in Clause 1.2.2(a)(C) of Section II of the Scheme;

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(k) "**SBI TL Facility**" means the term loan facility availed by the Transferor Company from State Bank of India in relation to the Business Undertaking for an aggregate amount of INR 22,69,00,000 (Indian Rupees Twenty Two Crores and Sixty Nine Lakhs).

(l) "**Secured Creditors**" mean collectively, the secured creditors of the Transferor Company in relation to the Business Undertaking, as more particularly listed in **Schedule I** hereto.

(m) "**Sundry Creditors**" mean collectively, the unsecured sundry creditors of the Transferor Company in relation to the Business Undertaking, as on the Effective Date.

(n) "**Term Lenders**" mean collectively the lenders under the TL Facilities.

(o) "**TL Facilities**" mean collectively, the ICICI TL Facility, SBI TL Facility and HDFC TL Facility.

(p) "**TL Interest Amount**" has the meaning ascribed to such term in Clause 1.2.2(a)(ii)(A) of Section II of the Scheme.

(q) "**Transferee Designated Account**" means the no-lien account to be established by the Transferee Company with the Scheduled Commercial Bank.

(r) "**Transferor Designated Account**" means the no-lien account established or to be established by the Transferor Company with the Scheduled Commercial Bank.

(s) "**Transferor Immovable Properties**" has the meaning ascribed to such term in Clause 1.2.1(b)(ii) of Section II of the Scheme.

(t) "**Transferor Investment**" has the meaning ascribed to such term in Clause 1.2.1(b)(iii) of Section II of the Scheme.

(u) "**WC Facilities**" means the working capital facilities sanctioned to the Transferor Company by HDFC Bank Limited, ICICI Bank Limited and State Bank of India in relation to the Business Undertaking for an aggregate amount of INR 44,00,00,000 (Indian Rupees Forty Four Crores only).

(v) "**WC Interest Amount**" has the meaning ascribed to such term in Clause 1.2.2(b)(i) of Section II of the Scheme.

(w) "**WC Lenders**" mean collectively the lenders under the WC Facilities.

(x) "**WC Outstanding Amount**" means the entire outstanding principal amount (including the accrued interest thereon, if any) under the WC Facilities as on the Effective Date.

1.2 RESTRUCTURING OF THE TRANSFERRED DEBT

1.2.1 General Principles

The general principles set out below shall apply to the repayment of the Transferred Debt upon Section I of the Scheme coming into effect on the Effective Date, until the

complete discharge of all amounts due in relation to each of the Transferred Debt in accordance with Section II of this Scheme:

(a) **Transferor Designated Account**

(i) The Transferor Designated Account shall be operated in accordance with Section II of this Scheme.

(ii) Any proceeds received by the Transferor Company from (i) sale of whole or part of the any of the properties of the Transferor Company ("**Transferor Immovable Properties**") listed in **Schedule VII**, net of all expenses and taxes applicable in relation thereto, or (ii) any Person upon sale of all or any portion of the equity shares or other securities held by the Transferor Company in the Transferee Company by the Transferor Company to such Person, shall be credited into the Transferor Designated Account.

(iii) The Transferor Company shall utilize the funds credited into the Transferor Designated Account to (I) make investment into the Transferee Company, by way of subscription to the equity shares or any other securities issued by the Transferee Company ("**Transferor Investment**"), to the extent necessary to enable the Transferee Company to meet its payment obligations to the Secured Creditors and the Sundry Creditors in accordance with Section II of this Scheme; and (II) make any Permitted Investments which may be made out of the amounts retained in the Transferor Designated Account expected to remain idle.

(b) **Transferee Designated Account**

(i) The Transferee Company shall, within 60 (Sixty) days from the Effective Date, establish the Transferee Designated Account(s) which shall be operated by the Scheduled Commercial Bank in accordance with Section II of this Scheme.

(ii) All cash and other bank balance lying in the Transferor Designated Account as on the Effective Date, shall be transferred to the Transferee Designated Account.

(iii) Any proceeds received by the Transferee Company from (i) the New Investment to the extent necessary to enable the Transferee Company to meet its payment obligations to the Secured Creditors and the Sundry Creditors during the financial year in which such New Investment is received by the Transferee Company, in accordance with Section II of this Scheme, and (ii) the Transferor Investment, shall be credited into the Transferee Designated Account and utilized by the Transferee Company in accordance with the Clause 1.2.3 of Section II of this Scheme. In the event the Transferee Company does not receive sufficient funds in the Transferee Designated Account, from time to time, to make payments to the Secured Creditors and the Sundry Creditors in the relevant financial year in accordance with Section II of this Scheme, then

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(i) the Transferor Company and/ or the promoters of the Transferor Company, so long as no New Investment is received by the Transferee Company, or (ii) the New Investor, after such New Investment is received by the Transferee Company, shall arrange to infuse requisite funds into the Transferee Company to enable the Transferee Company to meet its payment obligations to the Secured Creditors and the Sundry Creditors in accordance with Section II of this Scheme, within 6 (Six) months from the relevant due date in accordance with Section II of this Scheme.

(iv) All funds received in the Transferee Designated Account shall be utilized in accordance with Clause 1.2.3 of Section II of this Scheme and any remittances from the Transferee Designated Account shall be permitted only in accordance with Clause 1.2.3 of Section II of this Scheme.

(c) The Transferee Company shall make payments to each Secured Creditor and Sundry Creditor in accordance with Section II of this Scheme, subject to such Secured Creditor/ Sundry Creditor not initiating or continuing with any legal proceeding against the Transferor Company or the Transferee Company (or any of their respective directors, employees, officers, agents, representatives or officials) for recovery of the outstanding dues owed to such Secured Creditor/ Sundry Creditor or any other action for recovery of dues (including without limitation, enforcement of any security interest).

(d) Section II of this Scheme provides for the repayment by the Transferee Company of the entire outstanding amount (including principal amount and accrued interest) owed to the Secured Creditor or Sundry Creditor as on the Effective Date.

1.2.2 **Repayment Plan**

Pursuant to Section I of the Scheme coming into effect on the Effective Date, the Transferred Debt shall be restructured and repaid by the Transferee Company in the following manner:

(a) **TL Facilities.**

Pursuant to Section I of the Scheme coming into effect on the Effective Date, each of the TL Facilities shall be restructured and repaid by the Transferee Company in the following manner:

(i) *Partial conversion of outstanding amount into Zero Coupon OCDs (referred as OCDs).*

A. The Transferee Company shall issue OCDs to each of the Term Lenders for an amount equivalent to 50% (Fifty per cent.) of the Outstanding TL Amount under the respective TL Facilities.

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B. From the expiry of 1 (One) year from the Effective Date and until the expiry of 4 (Four) years from the Effective Date ("**Conversion Period**"), each of the Term Lenders shall have a right to convert the outstanding OCDs held by such Term Lender into the equity shares of the Transferee Company at par value. The abovementioned right may be exercised by a Term Lender during the Conversion Period in the following manner:

- On and from the commencement of the Conversion Period until the expiry of 1 (One) year from the commencement of the Conversion Period, a Term Lender may exercise the abovementioned right in relation to 33.33% (Thirty Three point Thirty Three per cent.) of the aggregate number of OCDs issued by the Transferee Company to such Term Lender.

- On and from the date falling immediately after the expiry of 1 (One) year from the commencement of the Conversion Period until the expiry of 2 (Two) years from the commencement of the Conversion Period, a Term Lender may exercise the abovementioned right in relation to 33.33% (Thirty Three point Thirty Three per cent.) of the aggregate number of OCDs issued by the Transferee Company to such Term Lender.

- On and from the date falling immediately after the expiry of 2 (Two) years from the commencement of the Conversion Period until the expiry of the Conversion Period, a Term Lender may exercise the abovementioned right in relation to 33.34% (Thirty Three point Thirty Four per cent.) of the aggregate number of OCDs issued by the Transferee Company to such Term Lender.

C. After the expiry of 5th year from the effective date ("**Redemption Period**"), each of the Term Lenders shall, subject to Applicable Laws, have a right to require the Transferee Company to redeem the outstanding OCDs (if any) held by such Term Lender, at a price that provides a return to such Term Lender at the rate of 8% (Eight per cent.) compounded quarterly for the period from the Effective Date until the date of redemption of such OCDs.

D. The Transferee Company shall, subject to Applicable Laws, have at all times after the allotment of the OCDs to the Term Lenders, the right (but not the obligation) to redeem all or part of the outstanding OCDs held by any of the Term Lenders, at a price that provides a return to such Term Lender at the rate of 8% (Eight per cent.) compounded quarterly for the period from Effective Date until the date of redemption of such OCDs.

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(ii) *Repayment of the balance outstanding amount.*

A. The remaining 50% (Fifty per cent.) of the Outstanding TL Amount along with the outstanding accrued interest under the TL Facilities as on the Effective Date ("**Repayment TL Amount**"), shall be paid by the Transferee Company to each of the respective Term Lenders over a period of 5 (Five) years from the Effective Date in 5 (Five) equal annual instalments payable at the end of each year following the Effective Date. In addition to the above, the Transferee Company shall pay to each of the Term Lenders an interest at the rate of 8% (Eight per cent.) on a quarterly basis on the respective Repayment TL Amount payable to such Term Lender ("**TL Interest Amount**"). The TL Interest Amount shall be payable by the Transferee Company to each of the Term Lenders at the end of each quarter following the Effective Date. An illustration of the payments to be made by the Transferee Company to the Term Lenders under this Clause, based on the outstanding amounts as on September 30, 2019, is set out in **Schedule V**.

B. The payment of the Repayment TL Amount and the TL Interest Amount by the Transferee Company to the respective Term Lenders shall be secured by:

I. First *pari passu* charge on all fixed assets of the Transferee Company, transferred by the Transferor Company to the Transferee Company pursuant to the Scheme, over which the respective Term Lenders have existing charge immediately prior to the Effective Date.

II. First *pari passu* charge on the Excluded Immovable Properties of the Transferor Company, over which the respective Term Lenders have existing charge immediately prior to the Effective Date. It is clarified that the existing charge created by the Transferor Company on the Excluded Immovable Properties of the Transferor Company (including the Transferor Immovable Properties), in favour of the respective Term Lenders to secure the respective TL Facilities, will continue to exist until the complete discharge of all amounts due to the respective Term Lenders in relation to Repayment TL Amount and the TL Interest Amount, *provided* that such charge on the Transferor Immovable Properties shall be released by each of the Term Lenders to enable the Transferor Company to sell the Transferor Immovable Properties so long as the proceeds of such sale are utilized by the Transferor Company in accordance with the provisions of Section II of this Scheme.

III. First *pari passu* charge on the current assets of the Transferee Company, including receivables, stocks and other movable assets, appearing in its books as on the Effective Date and

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this will continue till they are fully liquidated. It is clarified that the Term Lenders shall have no charge on the current assets of the Transferee Company created in the Transferee Company after the Effective Date.

(b) **WC Facilities.**

Pursuant to Section I of the Scheme coming into effect on the Effective Date, the WC Facilities shall be restructured and repaid by the Transferee Company in the following manner:

(i) The entire WC Outstanding Amount shall be converted into term loan facilities, and shall be paid by the Transferee Company to each of the respective WC Lenders over a period of 5 (Five) years from the Effective Date in 5 (Five) equal annual instalments payable at the end of each such year following the Effective Date. In addition to the above, the Transferee Company shall pay to each of the WC Lenders an interest at the rate of 8% (Eight per cent.) on a quarterly basis on the respective WC Outstanding Amount payable to such WC Lender ("**WC Interest Amount**"). The WC Interest Amount shall be payable by the Transferee Company to each of the WC Lenders at the end of each quarter following the Effective Date. An illustration of the payments to be made by the Transferee Company to the WC Lenders under this Clause, based on the outstanding amounts as on September 30, 2019, is set out in **Schedule VI**.

(ii) The payment of the WC Outstanding Amount and the WC Interest Amount by the Transferee Company to the respective WC Lenders shall be secured by:

I. First *pari passu* charge on all fixed assets of the Transferee Company, transferred by the Transferor Company to the Transferee Company pursuant to the Scheme, over which the respective WC Lenders have existing charge immediately prior to the Effective Date.

II. First *pari passu* charge on the Excluded Immovable Properties of the Transferor Company, over which the respective WC Lenders have existing charge immediately prior to the Effective Date. It is clarified that the existing charge created by the Transferor Company on the Excluded Immovable Properties of the Transferor Company (including the Transferor Immovable Properties), in favour of the respective WC Lenders to secure the respective WC Facilities, will continue to exist until the complete discharge of all amounts due to the respective WC Lenders in relation to WC Outstanding Amount and the WC Interest Amount, *provided* that such charge on the Transferor Immovable Properties shall be released by each of the WC Lenders to enable the Transferor Company to sell the Transferor Immovable Properties so long as the proceeds of such

sale are utilized by the Transferor Company in accordance with the provisions of Section II of this Scheme.

III. First *pari passu* charge on the current assets of the Transferee Company, including receivables, stocks and other movable assets, appearing in its books as on the Effective Date and this will continue till they are fully liquidated. It is clarified that the WC Lenders shall have no charge on the current assets of the Transferee Company created in the Transferee Company after the Effective Date.

(c) **Sundry Creditors.**

Pursuant to Section I of the Scheme coming into effect on the Effective Date, the entire outstanding amount (including the principal amount and the accrued interest) owed to the Sundry Creditors as on the Effective Date, shall be paid by the Transferee Company to each of the respective Sundry Creditors over a period of 6 (Six) years from the Effective Date, payable by the end of each such year, as per details set out below:

Sundry Creditors which are Micro, Small and Medium Enterprises (MSME)

Category of Sundry Creditors	Less than INR 5 lakhs	INR 5 lakhs to Less than INR 10 lakhs	INR 10 lakhs to Less than INR 1 crore	INR 1 crore and above
End of Year 1	100%	50%	33.34%	20%
End of Year 2		50%	33.33%	20%
End of Year 3			33.33%	20%
End of Year 4				20%
End of Year 5				20%
TOTAL	**100%**	**100%**	**100%**	**100%**

Sundry Creditors other than Micro, Small and Medium Enterprises (MSME)

Category of Sundry Creditors	Less than INR 1 lakhs	INR 1 lakhs to Less than INR 5 lakhs	INR 5 lakhs to Less than INR 10 lakhs	INR 10 lakhs to INR 1 crore	Above INR 1 crore
End of Year 1	100%	50%	33.34%	10%	10%
End of Year 2		50%	33.33%	20%	15%
End of Year 3			33.33%	20%	15%
End of Year 4				25%	20%
End of Year 5				25%	20%
End of Year 6					20%
TOTAL	**100%**	**100%**	**100%**	**100%**	**100%**

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1.2.3 Utilization of future sale proceeds

Pursuant to Section I of the Scheme coming into effect on the Effective Date, all funds received in the Transferee Designated Account shall be utilized only for the following purposes and in the following order of priority:

(a) payments of all statutory dues required to be made by the Transferee Company to any Governmental Authorities, from time to time, including but not limited to payment of statutory dues towards taxes and cess;

(b) so long as no New Investment is received by the Transferee Company, payments for operational expenses, including employee related expenses and administrative expenses;

(c) payments required to be made, in the opinion of the Transferee Company, to protect or increase the value of any asset of the Transferee Company;

(d) payments of the amounts due to the Sundry Creditors and Secured Creditors in accordance with Section II of this Scheme (including without limitation payments dues in relation to the OCDs held by the Term Lenders), in the following order of priority:

   (i) firstly, to the Secured Creditors; and

   (ii) secondly, to the Sundry Creditors;

(e) creation of a corpus which in the opinion of the Transferee Company, is required for payment of long term statutory dues required to be made by the Transferee Company in relation to its employees or workers; and

(f) any Permitted Investments which may be made out of the amounts retained in the Transferee Designated Account expected to remain idle.

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SECTION III

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

1.1 DEFINITIONS

The terms used in this Section III of the Scheme, shall respectively have the meanings ascribed to them in Section I or Section II of this Scheme, as the context may require.

1.2 APPLICATION TO THE TRIBUNAL

Each of the Transferor Company and the Transferee Company shall make applications/petitions under Sections 230-232 and other applicable provisions of the Act to the Tribunal for the sanction of this Scheme and all matters ancillary or incidental thereto.

1.3 EFFECTIVENESS OF THE SCHEME

Upon the sanction of the Scheme and after the Scheme has become effective upon completion of the conditions listed in Clause 1.5 of this Section III:

(a) with effect from the Appointed Date, the transfer of Business Undertaking of the Transferor Company and the vesting of the same with and into Transferee Company by way of a Slump Sale shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Section 2 (42C) of the IT Act; and

(b) the restructuring of the Transferred Debt shall be deemed to have occurred, pursuant to Section II of this Scheme.

1.4 MODIFICATIONS/ AMENDMENTS TO THE SCHEME

Each of the Transferor Company and the Transferee Company will be at liberty to apply to the Tribunal from time to time for necessary directions in matters relating to this Scheme or any terms thereof, in terms of the Act.

Subject to the provisions of the SEBI Circular, each of the Transferor Company and the Transferee Company, through their respective board of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/ amendments to the respective section of this Scheme and/ or to any conditions or limitations, including such modifications/ amendments and/ or conditions or limitations that the Tribunal, the Securities and Exchange Board of India, the Stock Exchanges and/ or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Transferor Company and the Transferee Company, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, that may arise in relation to the meaning or interpretation of the respective sections of this Scheme or implementation thereof or in any manner whatsoever connected therewith, whether by reason of any directive or order of the Tribunal or any other authority or otherwise

howsoever arising out of, under or by virtue of this Scheme and/ or any matters concerned or connected therewith and to do and execute all acts, deeds, matters and things necessary for giving effect to this Scheme.

1.5 CONDITIONALITY OF THE SCHEME

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

(a) the Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and secured and unsecured creditors of each of the Transferor Company and the Transferee Company, as may be directed by the Tribunal or any other competent authority, as may be applicable;

(b) the Scheme being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under Applicable Laws;

(c) the scheme being approved by the **PUBLIC Shareholders** through e-voting in terms of para 9 (a) of part I of Annexure I of SEBI circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, and amendments thereof. The Scheme shall be acted upon only if the number of votes casted by the public shareholders of the Transferor Company in favour of the Scheme being more than the number of votes casted by the public shareholders of the Transferor Company against the Scheme;

(d) the Scheme being sanctioned by the Tribunal under Sections 230-232 and any other applicable provision of the Act; and

(e) certified copies of the orders of the Tribunal sanctioning this Scheme being filed with the RoC by the respective companies.

1.6 EFFECT OF NON-RECEIPT OF APPROVALS

1.6.1 In the event of Section I or Section II, or any part thereof, of the Scheme not being sanctioned by (i) the Tribunal or such other competent authority, (ii) the Securities and Exchange Board of India, the Stock Exchanges or any other Governmental Authority whose approval is required under Clause 1.5 of this Section III, (iii) requisite majorities of members, creditors of the relevant Transferor Company or the Transferee Company, or (iv) the public shareholders of the Transferor Company, the part not sanctioned shall stand revoked, cancelled and be of no effect, save and except in respect of any further act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided for in the Scheme or as may otherwise arise in law.

1.6.2 The board of directors (or a duly authorized committee of board of directors) of the Transferor Company and the Transferee Company, respectively shall be entitled to revoke, cancel and declare the Scheme or any part thereof to be of no effect and/ or to withdraw the Scheme or any part thereof and respective applications/ petitions filed with the Tribunal for any reason including if such boards (or a duly authorized

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committee of such boards of directors) are of view that the coming into effect of the Scheme or of any part thereof, in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on all/ any of the companies or in case any condition or alteration imposed by the Tribunal or any other authority or entity is not on terms acceptable to them.

1.7 COSTS, CHARGES AND EXPENSES

Each of the Transferor Company and the Transferee Company, shall bear all their respective costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto.

1.8 SEVERABILITY OF ANY PART OF THE SCHEME

1.8.1. If any part of the Scheme (or any part of a Section thereof) is ruled invalid or illegal by the Tribunal, or unenforceable under present or future laws, or cannot be given effect to due to regulatory or other reasons, then it is the intention of the parties that, at the discretion of the parties, such part shall be severable from the remainder of the Scheme (or any Section thereof) and the Scheme (or any Section thereof) shall not be affected thereby, unless the deletion of such part shall cause the Scheme (or any Section thereof) to become materially adverse to any party, in which case each of the Transferor Company and the Transferee Company, (acting through their respective boards of directors or a duly authorized committee of board of directors) shall either revoke the Scheme or attempt to bring about a modification in the Scheme (or any Section thereof), as will best preserve for the parties, the benefits and obligations of this Scheme (or any Section thereof), including but not limited to such part.

1.8.2. Notwithstanding the above, any revocation, cancellation or ineffectiveness of Section I or Section II of the Scheme, either individually or collectively, shall affect the effectiveness of the of the other sections of the Scheme.

1.9 REPEAL AND SAVINGS

The transfer of assets, liabilities and business to, and the continuance of proceedings by or against, the Transferee Company as envisaged in this Scheme shall not affect any transaction or proceedings already concluded by the Transferor Company or the Transferee Company on or before the Effective Date under this Scheme.

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SCHEDULE I

PART A - DETAILS OF THE SECURED CREDITORS OF THE TRANSFEROR COMPANY IN RELATION TO THE BUSINESS UNDERTAKING AS OF THE APPOINTED DATE

S. No	Particulars	Principal Amount (INR in lacs)	Interest in arrears amount (INR in lacs)	Total Amount (INR in lacs)
		A	B	C (A+B)
SECURED CREDITORS : DCM ENGINEERING DIVISION				
(A)	**Working Capital (Cash Credit)**			
	State Bank of India	1,209.97	10.08	1,220.05
	ICICI Bank Ltd	508.73	2.44	511.17
	HDFC Bank Ltd	101.41	0.61	102.02
	Sub-total (A)	**1,820.11**	**13.13**	**1,833.24**
(B)	**TERM LOANS**			
	State Bank of India	226.39	2.38	228.77
	ICICI Bank Limited	600.00	21.39	621.39
	HDFC Bank Limited	1,251.95	13.20	1,265.15
	Sub-total (B)	**2,078.34**	**36.97**	**2,115.31**
	Total (A+B)	**3,898.45**	**50.10**	**3,948.55**

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PART B - DETAILS OF THE UNSECURED CREDITORS OF THE TRANSFEROR COMPANY IN RELATION TO THE BUSINESS UNDERTAKING AS OF THE APPOINTED DATE

S. No	Particulars	Outstanding Amount (INR in lacs)
UNSECURED CREDITORS: ENGINEERING BUSINESS		
1	Operational Creditors	
(i)	MSME	1,842.36
(ii)	Other than MSME	3,406.22
	Sub-total	**5,248.58**
2	Security Deposit	9.16
3	Advance from Customers	85.84
4	Retention money received	88.22
5	Other miscellaneous creditors	15.85
	Total	**5,447.65**

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SCHEDULE II

DETAILS OF TRANSFERRED DEBT AS ON APPOINTED DATE

A. TERM LOAN FACILITIES

1. The details of the ICICI TL Facility are set out below:

S. No.	Particular	Details
1.	Name of the bank	ICICI Bank Limited
2.	Sanctioned amount	INR 15,00,00,000.00
3.	Outstanding principal amount as on the Appointed Date	INR 6,00,00,000.00
4.	Outstanding interest amount as on the Appointed Date	INR 21,39,000.00

2. The details of the SBI TL Facility are set out below:

S. No.	Particular	Details
1.	Name of the bank	State Bank of India
2.	Sanctioned amount	INR 22,69,00,000.00
3.	Outstanding principal amount as on the Appointed Date	INR 2,26,39,000.00
4.	Outstanding interest amount as on the Appointed Date	INR 2,38,000.00

3. The details of the HDFC TL Facility are set out below:

S. No.	Particular	Details
1.	Name of the bank	HDFC Bank Limited
2.	Sanctioned amount	INR 16,00,00,000.00
3.	Outstanding principal amount as on the Appointed Date of drop line overdraft and overdraft facilities	INR 12,51,95,000.00

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4.	Outstanding interest amount as on the Appointed Date of drop line overdraft and overdraft facilities	INR 12,90,000.00

B. WC FACILITIES

The outstanding principal amount and the outstanding interest amount, as on the Appointed Date, under each of the WC Facilities are set out below:

(Amounts in INR)

S. No.	Particular	Details
1.	ICICI Bank Limited	5,11,17,000.00
2.	State Bank of India	12,20,04,000.00
3.	HDFC Bank Limited	1,02,03,000.00
Total		**18,33,24,000.00**

C. SUNDRY CREDITORS

The outstanding amount, as on the Appointed Date, payable to the Sundry Creditors is set out below:

S. No	Particulars	Outstanding Amount (INR in lacs)
UNSECURED CREDITORS: ENGINEERING BUSINESS		
1	Operational Creditors	
(i)	MSME	1,842.36
(ii)	Other than MSME	3,406.22
	Sub-total	**5,248.58**
2	Security Deposit	9.16
3	Advance from Customers	85.84
4	Retention money received	88.22
5	Other miscellaneous creditors	15.85
	Total	**5,447.65**

SCHEDULE III

DETAILS OF THE EXCLUDED IMMOVABLE PROPERTIES

1. Factory land admeasuring 71.9625 (Seventy One Point Nine Six Two Five) acres situated at Village Asron, Hadbast No. 418, Tehsil Balachur District Hoshiarpur, Punjab comprising of :

   A. Factory land admeasuring 45.40 acres pertaining to plant etc.

   (Khasra No(s). 67-3, 67-4, 67-5, 67-6, 67-7, 67-8, 67-9, 67-10, 67-11, 67-12, 67-13, 67-14, 67-15, 67-16, 67-18, 67-20, 67-17/1, 67-19/1, 67-21/1, 67-22/1, 67-23/1, 67-25/1, 67-17/2, 67-19/2, 67-21/2, 67-22/2, 67-24/2, 68-6, 68-13, 68-14, 68-16, 68-17, 68-21, 68-22, 68-102, 68-23/2/2, 68-15/1, 68-18/1, 68-23/1, 68-24/1, 68-25/1, 68-15/2, 68-24/2, 68-25/2, 68-94(min), 68-95(min), 70-18, 71-3, 71-4, 71-5, 71-6, 71-7, 71-10, 71-13, 71-18, 71-8/1, 71-14/1, 71-15/1, 71-8/2, 71-14/2, 71-15/2, 72-1, 72-2, 72-3, 72-4, 72-9, 72-10, 72-11, 72-8/1, 72-24/1, 72-8/2, 72-23/2, 72-25/2)

   B. Factory land admeasuring 26.5625 acres pertaining to the colony/school etc.

   (Khasra No(s). 67-13, 67-14, 68-12, 68-13, 68-19, 68-20, 68-21, 68-22, 68-23/2/1, 68-23/2/2, 68-18/1, 68-23/1, 68-18/2, 68-94(min), 68-95(min), 69-17, 69-18, 69-23, 69-24, 69-16/1, 69-25/1, 69-16/2, 69-25/2, 101, 70-3, 70-4, 70-7, 70-8, 70-5/1, 70-6/1, 70-15/1, 70-5/2, 70-6/2, 70-15/2, 71-1, 71-2, 71-3, 71-9, 71-10, 71-11, 71-12, 71-13, 71-18, 71-19, 71-20, 71-8/1, 71-8/2)

2. The land admeasuring 3.7875 (Three Point Seven Eight Seven Five) acres and building located at Rail Mazra village, Hadbast No. 419, Tehsil Balachur, District Shaheed Bhagat Singh Nagar, Punjab.

   (Khasra No(s). 9/2, 10, 12, 11, 13/1, 19, 20, 21/2, 22, 1/2, 2/2)

3. The land admeasuring 38.38 (Thirty Eight point Three Eight) acres located at Serkadu Village, Katpadi Sub-Registration District, Vellore Registration District, Vellore District, Tamil Nadu.

   (Khasra No(s). 262/2D, 255/1F, 254/2A, 254/2B, 254/2G, 262/5, 262/7, 254/2E, 255/10B, 254/4B, 255/10A, 260/1, 262/1B, 255/1F, 262/2C, 262/6A, 262/6B, 262/6C, 262/6D, 262/2A, 255/11C, 255/12B, 255/12E, 255/10D, 255/12A, 255/12F, 252/1B2, 252/2B, 254/2D, 254/4A, 260/2A, 266/2E, 260/2C, 260/3B, 260/3E, 252/1A2, 262/1A, 262/2B, 27/1B, 260/2D, 260/3A, 260/3F, 255/11B, 255/12C, 255/12D, 266/2A, 266/2C, 266/2D, 254/2F, 254/3A1, 254/3B1, 254/3A2, 254/3A2, 254/3A2, 254/3B3, 254/3B2, 254/2C, 255/10C, 254/4C, 260/2B, 260/3D, 266/1A, 254/3A3, 254/3B4, 254/3A2, 265/4, 262/8, 262/8, 262/3, 262/4, 262/8, 269/2, 28/7, 28/16, 28/17, 27/1A, 31/6)

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SCHEDULE IV

DETAILS OF THE LEASE ROPAR LAND

1. The land admeasuring 45.40 (Forty Five Point Four Zero) acres and the factory located at Village Asron, Hadbast No. 418, Tehsil Balachur District Hoshiarpur, Punjab.

   (Khasra No(s). 67-3, 67-4, 67-5, 67-6, 67-7, 67-8, 67-9, 67-10, 67-11, 67-12, 67-13, 67-14, 67-15, 67-16, 67-18, 67-20, 67-17/1, 67-19/1, 67-21/1, 67-22/1, 67-23/1, 67-25/1, 67-17/2, 67-19/2, 67-21/2, 67-22/2, 67-24/2, 68-6, 68-13, 68-14, 68-16, 68-17, 68-21, 68-22, 68-102, 68-23/2/2, 68-15/1, 68-18/1, 68-23/1, 68-24/1, 68-25/1, 68-15/2, 68-24/2, 68-25/2, 68-94(min), 68-95(min), 70-18, 71-3, 71-4, 71-5, 71-6, 71-7, 71-10, 71-13, 71-18, 71-8/1, 71-14/1, 71-15/1, 71-8/2, 71-14/2, 71-15/2, 72-1, 72-2, 72-3, 72-4, 72-9, 72-10, 72-11, 72-8/1, 72-24/1, 72-8/2, 72-23/2, 72-25/2)

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SCHEDULE V

Illustration of the payments to be made by the Transferee Company to the Term Lenders under Clause 1.2.2(a)(ii)(A) of Section II of the Scheme, based on the outstanding amounts as on September 30, 2019

Particulars	Amount Rs Lacs					Interest Repayment (Quarterly)			
	Opening Balance	Annual Principal payment	Balance o/s at the end of year	Interest @ 8% per annum payable quarterly	Total payment in year	Q1	Q2	Q3	Q4
	A	B	C (A-B)	D	E (B+D)				
Outstanding as on 30.09.2019	**1076.15**								
Interest during Scheme Approval period (One year)	**86.09**								
Opening Balance	**1162.24**								
Year-1		232.45	929.79	92.98	325.43	23.25	23.25	23.24	23.24
Balance after year 1	**929.79**								
Year-2	-	232.45	697.34	74.38	306.83	18.60	18.60	18.59	18.59
Balance after year 2	**697.34**								
Year-3	-	232.45	464.89	55.79	288.24	13.95	13.95	13.95	13.94
Balance after year 3	**464.89**								
Year-4	-	232.45	232.44	37.19	269.64	9.30	9.30	9.30	9.29
Balance after year 4	**232.44**								
Year-5	-	232.44	-	18.60	251.04	4.65	4.65	4.65	4.65
Balance after year 5	-	-	-	-	-				
		1,162.24		**278.94**	**1,441.18**				

SCHEDULE VI

Illustration of the payments to be made by the Transferee Company to the WC Lenders under Clause 1.2.2(b)(ii) of Section II of the Scheme, based on the outstanding amounts as on September 30, 2019

Particulars	Amount Rs Lacs					Interest Repayment (Quarterly)			
	Opening Balance	Annual Principal payment	Balance o/s at the end of year	Interest @ 8% per annum payable quarterly	Total payment in year	Q1	Q2	Q3	Q4
	A	B	C (A-B)	D	E (B+D)				
Outstanding as on 30.09.2019	**1833.24**								
Interest during Scheme Approval period (One year)	**146.66**								
Opening Balance	**1979.90**								
Year-1		395.98	1,583.92	158.39	554.37	39.60	39.60	39.60	39.59
Balance after year 1	**1,583.92**								
Year-2	-	395.98	1,187.94	126.71	522.69	31.68	31.68	31.68	31.67
Balance after year 2	**1,187.94**								
Year-3	-	395.98	791.96	95.04	491.02	23.76	23.76	23.76	23.76
Balance after year 3	**791.96**								
Year-4	-	395.98	395.98	63.36	459.34	15.84	15.84	15.84	15.84
Balance after year 4	**395.98**								
Year-5	-	395.98	-	31.68	427.66	7.92	7.92	7.92	7.92
Balance after year 5	-	-	-	-	-				
		1,979.90		**475.18**	**2,455.08**				

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SCHEDULE VII

DETAILS OF THE TRANSFEROR IMMOVABLE PROPERTIES

1. The land admeasuring 26.5625 (Twenty Six Point Five Six Two Five) acres located at Village Asron, Hadbast No. 418, Tehsil Balachur District Hoshiarpur, Punjab.

   (Khasra No(s). 67-13, 67-14, 68-12, 68-13, 68-19, 68-20, 68-21, 68-22, 68-23/2/1, 68-23/2/2, 68-18/1, 68-23/1, 68-18/2, 68-94(min), 68-95(min), 69-17, 69-18, 69-23, 69-24, 69-16/1, 69-25/1, 69-16/2, 69-25/2, 101, 70-3, 70-4, 70-7, 70-8, 70-5/1, 70-6/1, 70-15/1, 70-5/2, 70-6/2, 70-15/2, 71-1, 71-2, 71-3, 71-9, 71-10, 71-11, 71-12, 71-13, 71-18, 71-19, 71-20, 71-8/1, 71-8/2)

2. The land admeasuring 3.7875 (Three Point Seven Eight Seven Five) acres and building located at Rail Mazra village, Tehsil Balachur, District Shaheed Bhagat Singh Nagar, Punjab.

   (Khasra No(s). 9/2, 10, 12, 11, 13/1, 19, 20, 21/2, 22, 1/2, 2/2)

3. The land admeasuring 38.38 (Thirty Eight point Three Eight) acres located at Serkadu Village, Katpadi Sub-Registration District, Vellore Registration District, Vellore District, Tamil Nadu.

   (Khasra No(s). 262/2D, 255/1F, 254/2A, 254/2B, 254/2G, 262/5, 262/7, 254/2E, 255/10B, 254/4B, 255/10A, 260/1, 262/1B, 255/1F, 262/2C, 262/6A, 262/6B, 262/6C, 262/6D, 262/2A, 255/11C, 255/12B, 255/12E, 255/10D, 255/12A, 255/12F, 252/1B2, 252/2B, 254/2D, 254/4A, 260/2A, 266/2E, 260/2C, 260/3B, 260/3E, 252/1A2, 262/1A, 262/2B, 27/1B, 260/2D, 260/3A, 260/3F, 255/11B, 255/12C, 255/12D, 266/2A, 266/2C, 266/2D, 254/2F, 254/3A1, 254/3B1, 254/3A2, 254/3A2, 254/3A2, 254/3B3, 254/3B2, 254/2C, 255/10C, 254/4C, 260/2B, 260/3D, 266/1A, 254/3A3, 254/3B4, 254/3A2, 265/4, 262/8, 262/8, 262/3, 262/4, 262/8, 269/2, 28/7, 28/16, 28/17, 27/1A, 31/6)

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