

**IN THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI BENCH**

C.P.(CAA)/2954/MB/2019

Under Section 230 to 232 of the Companies Act, 2013

In the matter of Scheme of Arrangement between TATA MOTORS LIMITED, (CIN L28920MH1945PLC004520) the Transferor Company and TATA ADVANCED SYSTEMS LIMITED, (CIN U72900TG2006PLC077939) the Transferee Company.

TATA MOTORS LIMITED

....Petitioner Company

**Order delivered on: 12.12.2019**

**Coram:**

Hon'ble M. K. Shrawat, Member (J)

Hon'ble Chandra Bhan Singh, Member (T)

**For the Petitioner:**

Senior Counsel Mr. Ravi Kadam, Counsel Mr. Zal Andhyarujina and Counsel Mr. Karan Bhide alongwith Mr. Rajesh Shah and Mr. Ahmed Chunawala i/b M/s. Rajesh Shah & Co., Advocates for the Petitioners

**For the Regional Director:**

Ms. Mrs. Rupa N. Sutar, Assistant Director, in the office of Regional Director

**Per: M.K Shrawat, Member (Judicial)**



**ORDER**

1. The sanction of this Tribunal is sought under Sections 230 to 232 of the Companies Act, 2013, to a Scheme of Arrangement between TATA MOTORS LIMITED, the Transferor Company and TATA ADVANCED SYSTEMS LIMITED, the Transferee Company.
2. The Transferor Company and the Transferee Company have approved the said Scheme by passing the Board Resolutions on May 03, 2018 and June 25, 2018 respectively and thereafter they have approached the Tribunal for sanction of the Scheme.
3. The Board of Directors of the Transferor Company and the Transferee Company have, at their respective meetings held on May 20, 2019 and May 09, 2019 respectively approved extension of date for completion of the "conditions precedent" mentioned in Clause 21(a) of the Scheme to July 26, 2020.
4. The Transferor Company is primarily engaged in the business of design, development and manufacturing of a wide range of commercial, passenger and defense vehicles and parts thereof for sale within India and abroad.
5. The Transferee Company is primarily engaged in the business of production and assembly of systems, sub-systems and solutions used in the aerospace and defense industry
6. The Learned Counsel for the Petitioner states that the order in respect of the Company Scheme Application No. 398 of 2019 was passed on May 06, 2019 and June 03, 2019. The Learned Counsel for the petitioner further states that order in respect of C:P.(CAA)/2954/MB/2019 was passed on 20th September, 2019.
7. The proposed scheme will help in the following ways that the transfer of the Defense Undertaking of the Transferor Company to the Transferee Company, pursuant to the Scheme, would inter alia result in the following benefits:



- i. In case of the Transferor Company:
- Monetising the value of the investment made in the design and development of the various products for defense customers by the Transferor Company through the transfer of its Defense Undertaking (as defined in the Scheme);
  - Leverage the scale and competitive advantages of a larger unified entity which provides various products and services as part of the defense supply chain, and participate in the future growth opportunities in defense business through the Earn-Out Consideration (as defined in the Scheme) and as a vendor to the Transferee Company.
- ii. In case of the Transferee Company:
- Facilitate focused investments, better capital allocation and assist in the scaling up of operations;
  - Ability to execute larger and more complex projects across air systems, land systems, control weapon systems; and
  - Achieve cost synergies.
8. The Scheme will not in any manner be prejudicial to the interests of the concerned shareholders and creditors or the general public at large.
9. The Authorised Share Capital of the Petitioner as on the date of filing the petition was Rs. 40,000,000,000 comprising of 4,000,000,000 Ordinary Shares of Rs.2/- each; 1,000,000,000 'A' Ordinary Shares of Rs.2/- each and 300,000,000 Convertible Cumulative Preference Shares of Rs.100/- each. The Issued Share Capital of the Petitioner as on the date of filing the petition was Rs. 6,793,158,312 comprising of 2,887,843,046 Ordinary Shares of Rs.2/- each and 508,736,110 'A' Ordinary Shares of Rs.2/- each. The Subscribed Share Capital of the Petitioner as on the date of filing the petition was Rs. 6,791,702,130 comprising of 2,887,348,694 Ordinary Shares of Rs.2/- each and 508,502,971 'A' Ordinary Shares of Rs.2/- each. The Paid up Share Capital of the



Petitioner as on the date of filing the petition was Rs. 5,774,696,948 comprising of 2,887,348,694 Ordinary Shares of Rs.2/- each (less calls in arrears 310 Ordinary Shares of Rs.2/- each (Rs.1/- outstanding on each) and 260 Ordinary Shares of Rs.2/- each (Rs.0.50/- outstanding on each) and after adding share forfeiture amount of Rs. 477,945/-) and 508,502,371 'A' Ordinary Shares of Rs. 2/- each.

10. The Authorised Share Capital of the Transferee Company as on the date of filing the petition was 25,00,00,00,000 comprising of 250,00,00,000 Equity Shares of Rs. 10/- each and the Issued, Subscribed and Paid-up Share Capital of the Transferee Company is Rs. 548,17,11,570 comprising of 54,81,71,157 Equity Shares of Rs. 10/- each.

11. The averments made in the Petition and the submissions made by the Learned Advocate for the Petitioners are:

- i. The Petitioner Company had complied with all requirements as per directions of the Tribunal and they have filed necessary Affidavits of compliance in this Tribunal. Moreover, the Petitioner Company undertakes to comply with all the statutory requirements if any, as required under the Companies Act, 2013 and the Rules made thereunder whichever is applicable.
- ii. The Regional Director has filed his Report dated 14<sup>th</sup> day of November, 2019 stating inter alia that the Hon'ble Tribunal may be pleased to consider the observations as stated in paragraph IV (a) to (i) of the report and pass such other order or orders as deemed fit and proper in the facts and circumstances of the case. In paragraph IV of the said Report, the Regional Director has stated that:-

a) *The Registered Office of Tata Advanced Systems Limited (Transferee Company) is situated in the State of Hyderabad, is outside the jurisdiction of this Hon'ble Tribunal and falls within the jurisdiction of Hon'ble NCLT, at Hyderabad. Accordingly, similar approval be obtained by the Transferee Company from Hon'ble NCLT, at Hyderabad;*

b) *Tata Motors Limited ("the Transferee Company") is a listed company, in view of the provisions of section 230(5) of the*



*Companies Act, 2013 r/w rule 8 of the Companies (Compromise, Arrangement and Amalgamations) Rules, 2016 Hon'ble NCLT may kindly issue notice to other sectorial regulators or authorities (The Securities and Exchange Board of India, Bombay Stock exchange Limited and National Stock Exchange of India and/ or pass appropriate orders/ orders as deem fit;*

- c) *In addition to compliance of AS – 14 (IND AS-103) the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as – AS-5 (IND AS-8) etc.;*
- d) **As per Part-1—General Definitions & Interpretation Clause 1 of the scheme**

**“Appointed Date”** means Effective Date;

**“Commencement Date”** means July 27, 2018

**“Effective Date”** means the date falling 5 (Five) Business days after the last of the dates on which all the conditions and matters referred to in clause 21 occur or have been fulfilled or waived in accordance with this Scheme. Reference in this Scheme to the date of ‘coming into effect of this Scheme’ or the ‘effectiveness of this Scheme’ or the ‘Scheme coming into effect’ shall mean the Effective Date.

*In this regard it is submitted that Section 232 (6) of the Companies Act, 2013 states that the scheme under this section shall clearly indicate an appointed date from which it shall be deemed to be effective from such date and not a date subsequent to the appointed date. However, this aspect may be decided by the Hon'ble Tribunal taking into account in its inherent powers.*

**Further, the Petitioners may be asked to comply with the requirements and clarified vide circular no. F.No.7/12/2019/CL-1 dated 21.08.2019 issued by the Ministry of Corporate Affairs.**



- e) *As per Part-I – Definition & Interpretation Clause of the Scheme. “Contracts” means all existing/ valid contracts (including without limitation any service contracts, consultant contracts, contracts with the vendors and suppliers), deeds, bonds, agreements, schemes, arrangements, bids, purchase orders, memoranda of understanding and other commitments, whether written or unwritten, entered into by or on behalf of, or the benefit of which is held in trust for or has been assigned to, the Transferor Company as on the Appointed Date, each of which belongs to, is utilised in or for the benefit of, or pertains to the Defense Undertaking, but does not include the Excluded Contracts; In this regard it is submitted that large number of contracts involves the transaction relating to Ministry of Defense, which needs utmost secrecy to be maintained regarding specifications, special needs, drawings etc., NOC of Ministry of Defense is a condition precedent. Hence, notice may please be given to Ministry of Defense to file their objections/ comments/ on the scheme;*
- f) *Hon’ble NCLT may kindly direct the petitioners of file an affidavit to the extent that the Scheme enclosed to Company Application & Company Petition, are one and same and there is no discrepancy/ any change/ changes are made and liberty be given to Central Government to file further report if any required;*
- g) *The Petitioners under the provisions of the section 230(5) of the Companies Act, 2013 have to serve notices to concerned authorities which are likely to be affected by Amalgamation. Further, the approval of the scheme by this Hon’ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such Authorities is binding on the Petitioner Company(s).*
- h) *ROC Mumbai, in his report/ letter No. RocM/TMLTASL//230-232/1705 dated 28-08-2019 has made a observations, the said observations are made at para 19 above. In view of the objections raised by ROC Mumbai, Hon’ble NCLT may pass appropriate orders/ orders as deem fit;*



- i) *The Scheme approved by the shareholders of both the petitioner companies does not indicate remaining business. Under the scheme of Demerger, Tata Motors Limited, the Applicant Company has to indicate the same; In view of the above Hon'ble NCLT may pass appropriate orders/ orders as deem fit.*
- iii. So far as the observation in paragraph IV (a) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Company submits that the Transferee Company viz., Tata Advanced Systems Limited had filed the Petition bearing number CP (CAA) No. 493/230/HDB/2019 with the NCLT having its bench at Hyderabad and that similar approval will be obtained by the Transferee Company.
- iv. So far as the observation in paragraph IV (b) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Company submits that Tata Motors Limited, the Transferor Company had issued notice to the sectorial authorities including but not limited to Securities and Exchange Board of India, Bombay Stock exchange Limited and National Stock Exchange of India Limited as per the provisions of section 230(5) of the Companies Act, 2013 r/w rule 8 of the Companies (Compromise, Arrangement and Amalgamations) Rules, 2016 and have also filed affidavit-of-Service on July 19, 2019 in the National Company Law Tribunal, Mumbai Bench.
- v. So far as the observation in paragraph IV (c) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Company submits that the Transferor Company undertakes that in addition to compliance of AS-14 (corresponding IND AS-103) for accounting treatment, the Transferor Company shall pass such accounting entries as may be necessary in connection with the Scheme to comply with other applicable accounting standards such as AS-5 (corresponding IND AS-8) as applicable.
- vi. As regards observation in paragraph IV (d) of the RD Report is concerned, at the outset, the Petitioner Company, through the Learned Sr. Counsel submits that the issue of fixing of a fixed calendar date as the 'Appointed Date' is an issue which is no longer *res integra* and that



an event-based date can also be fixed as the 'Appointed Date' for a scheme of arrangement under the provisions of the Act. Ld. Counsel submits that the Government of India, through the Ministry of Corporate Affairs has issued a Circular dated 21.08.2019, bearing ref. no. F. No. 7/12/2019/CL-I whereby the Ministry has sufficiently clarified the provisions of Section 232(6) of the Act and permitted an 'Appointed Date' which is not linked to any specific calendar date, but is a date based on completion/ satisfaction of certain conditions, subject to which, the Scheme is to become effective and operational. The Ld. Sr. Counsel submits that for the purposes of Section 232(6) of the Act, the 'Appointed Date' can be a floating date and need not be a fixed date. Relying upon the said MCA Circular dated 21.08.2019, Ld. Sr. Counsel further submits that the provision of Section 232(6) of the Act enables the companies in question to choose and state in the scheme an 'Appointed Date'. This date may be a specific calendar date or may be tied to the occurrence of an event such as grant of license by a Competent Authority or fulfilment of any preconditions agreed upon by the parties, or meeting any other requirement as agreed upon between the parties, etc., which are relevant to the scheme. The Ld. Sr. Counsel accordingly submits that the 'Appointed Date' has been clearly indicated in the Scheme and that the same is capable of being identified in accordance with the provisions of the Act. The Ld. Sr. Counsel submits that by virtue of the stipulations in the Scheme for fulfilment of certain conditions precedent, it is necessary to conform the definitions of 'Appointed Date' and 'Effective Date'. The scope of the 'Appointed Date' and 'Effective Date' are set forth in the Scheme. The Scheme defines the 'Appointed Date' as meaning the 'Effective Date'. The 'Effective Date' is defined to mean *"the last of the dates on which all the conditions and matters referred to in Clause 21 of the Scheme occur or have been fulfilled or waived in accordance with the Scheme..."*. This Scheme is a case, wherein the implementation of the Scheme is conditional upon and subject to approvals set out in clause 21 of the Scheme. The date on which all approvals set out in clause 21 of the Scheme, including without limitation the receipt of the NOC/ Approval of the Ministry of Defence ("**MoD**") will be the Effective Date as defined in the Scheme. Ld. Sr. Counsel further submits that in terms of the Defence Procurement Procedure (2013 Amendment), the approval of





this Hon'ble Tribunal to the proposed Scheme of Arrangement is a pre-condition for the approval by the MoD for transfer/ assignment of contracts entered into by the Petitioner Company with the MoD. The Sr. Counsel submits that the Transferor/ Petitioner Company is not permitted to assign contracts entered into by it with the MoD, without the prior consent of the MoD in cases involving merger, amalgamation, consolidation, acquisition, change in control or similar transaction and therefore the current scheme which contemplates the transfer of the Defense Undertaking as a going concern on a slump sale basis cannot be given effect to without the prior approval of the government authorities including the MoD as set out in Clause 21. The provisions of Section 232(6) have been substantially complied with in the Scheme. In this case, the 'Appointed Date' and 'Effective Date' are prospective in nature. Further, there is no legal impediment in accepting the tenability of the provisions incorporated in the Scheme. Ld. Sr. Counsel also submits that while a Scheme can be sanctioned by the Tribunal, the actual date of its coming into effect can be delayed till such time as the necessary preconditions are fulfilled and the same is permissible. Sections 232(3)(d) and 232(3)(j) of the Act give the Tribunal such leeway. Moreover, sanctioning the Scheme does not in any manner fetter the power of the Tribunal to delay the date of coming into effect of the Scheme. In addition to the MCA Circular dated 21.08.2019, bearing ref. no. F. No. 7/12/2019/CL-1, the Transferor Company has also relied upon the following judgments in support of the above submission:

- a. Vodafone Mobile Services Limited and Vodafone India Limited and Idea Cellular Limited (Judgment delivered on December 21, 2017 Company Scheme Petition No. 1012 of 2017, NCLT, Mumbai);
- b. In Re: SCIL Ventures Limited and Ors. (Judgment delivered on August 9, 2017, TCSP No. 158, 159 and 160 of 2017, NCLT, Mumbai);
- c. Sistema Shyam Teleservices Limited and Ors. v. Reliance Communication Limited [[2017]136C LA11 (Raj.)



d. In Re. Equitas Finance Limited & Ors. [Judgment delivered on 06.06.2016, passed in CP Nos. 119 - 121 of 2016, High Court of Judicature at Madras]; and

e. Airtel Broadband Services Private Limited [Judgment delivered on 11.04.2014 in CSP No. 91 of 2014, High Court of Judicature at Bombay]

Ld. Sr. Counsel therefore submits that this objection of the Ld. RD be decided accordingly.

vii. So far as the observation in paragraph IV (e) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Company submits that Tata Motors Limited, the Transferor Company had issued notice to the Ministry of Defense as per the provisions of section 230(5) of the Companies Act, 2013 r/w rule 8 of the Companies (Compromise, Arrangement and Amalgamations) Rules, 2016 and have also filed affidavit-of-Service on July 19, 2019 in the National Company Law Tribunal, Mumbai Bench.

viii. So far as the observation in paragraph IV (f) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Company submits that the Petitioner Company undertakes that Scheme enclosed to the Company Application and the scheme enclosed to the Company Petition are one & the same and there is no discrepancy / any change/ changes made.

ix. So far as the observation in paragraph IV (g) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Company submits that the Petitioner Company has served notices to concerned authorities and undertakes that the approval of the scheme by this Hon'ble Tribunal may not deter any authorities to deal with any of the issues arising after giving effect to the scheme and that the decision of authorities is binding on the Petitioner Company.

x. So far as the observation in paragraph IV (h) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Company submits that ROC, Mumbai in its report says that no



investigation, Inspection, Inquiry proceedings are pending and there is no prosecution filed against the Company.

- xi. So far as the observation in paragraph IV (i) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Company submits that after transfer of the defense undertaking of the Petitioner Company to the Transferee Company, the Petitioner Company will continue to carry on its core business of design, development and manufacturing of a wide range of commercial and passenger vehicles and parts thereof for sale within India and abroad.
12. The Counsel for the Petitioner Company submits that the Scheme was approved by the Board of Directors of the respective companies namely the Transferor Company and the Transferee Company and appropriate resolutions were passed on 3rd May, 2018 and on June 25, 2018 respectively and thereafter they have approached the Tribunal for sanction of the Scheme. The National Company Law Tribunal had vide orders dated May 06, 2019 and June 03, 2019, ordered the meeting of the Equity Shareholders of the Petitioner Company to be held on July 30, 2019. The Petitioner Company is a listed Company and in their meeting held on July 30, 2019 the Scheme was approved.
13. The Advocate for the Petitioner Company further states that consideration as provided in the Scheme is as follows:

Payment of consideration

Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Defense Undertaking in the Transferee Company in terms of this Scheme, the Transferee Company shall, without any further application, act, instrument or deed, pay and discharge to the Transferor Company, the consideration within 2 (two) Business Days from the Effective Date in accordance with the terms of this Scheme, subject to further adjustments after the Effective Date, in accordance with Clause 13 of this Scheme.



Effective Date Adjustment

(a) At least 3 (three) Business Days prior to the Effective Date, the Transferor Company shall provide to the Transferee Company a statement of the following:

- (i) the estimated Design and Development Spend for the period between January 1, 2018 and the Effective Date, calculated based on the format set out at Part A of Annexure 10 ("Declared Closing Design and Development Spend") and
- (ii) the estimated Working Capital as on the Effective Date calculated based on the format set out at Part B of Annexure 10 ("Declared Closing Working Capital").

(b) On the Effective Date:

(i) If the:

- (a) Declared Closing Design and Development Spend is more than 0 (Zero); or
- (b) Declared Closing Working Capital is more than the Reference Working Capital,

Then in such case the consideration shall be increased by such a differential amount and the Transferee Company shall pay to the Transferor Company such increased amount in accordance with Clause 11.

(ii) If the:

- (a) Declared Closing Design and Development Spend is less than or equal to 0 (Zero); or
- (b) Declared Closing Working Capital is less than the Reference Working Capital,

then in such case the consideration shall be reduced by such a differential amount and the Transferee Company shall pay to the Transferor Company such reduced amount in



accordance with Clause 11. If the consideration becomes negative after such reduction, the Transferor Company shall pay such negative amount to the Transferee Company.

Post Effective Date Adjustment

- (a) After the Effective Date, the Transferee Company shall have the right to verify the (i) Declared Closing Design and Development Spend; and (ii) Declared Closing Working Capital, provided to it pursuant to Clause 12 (a). If the Transferee Company decides to exercise such a right, the process under Annexure 5 shall be followed for making the adjustment contemplated under Clause 13 (b) and Clause 13 (c).
- (b) If the:
- (i) Declared Closing Design and Development Spend is less than the Verified Closing Design and Development Spend; or
- (ii) Declared Closing Working Capital is less than the Verified Closing Working Capital,

then, in each case, the Transferee Company shall pay an amount equal to such difference to the Transferor Company, within 5 (five) Business Days of the date on which the Verified Closing Design and Development Spend and/ or the Verified Closing Working Capital have been determined in accordance with this Scheme.

- (c) If the:
- (i) Declared Closing Design and Development Spend is more than the Verified Closing Design and Development Spend; or
- (ii) Declared Closing Working Capital is more than the Verified Closing Working Capital,

then, in each case, the Transferor Company shall pay an amount equal to such difference to the Transferee Company, within 5 (five) Business Days of the date on which the Verified Closing Design



and Development Spend and/ or Verified Closing Working Capital have been determined in accordance with this Scheme.

**Earn-Out Consideration**

- (a) Subject to Clauses 14(b) and 14(c) of this Scheme, in addition to the Consideration, the Transferee Company shall pay to the Transferor Company an amount of 3% (three percent) of the revenue booked by the Transferee Company (excluding applicable goods and service tax) from the projects listed out in Annexure 7.
- (b) The aggregate amount payable under Clause 14(a) of this Scheme shall not exceeding the aggregate, an amount of INR 1750,00,00,000 (Indian Rupees One Thousand Seven Hundred and Fifty Crores) and be subject to the following additional sub-limits: (i) INR 1000,00,00,000 (Indian Rupees One Thousand Crore) for the projects listed out in Part A of Annexure 8; and (ii) INR 750,00,00,000 (Indian Rupees Seven Hundred And Fifty Crores) for the projects listed out in Part B of Annexure 8.
- (c) The amount contemplated under Clause 14(a) is payable only till earlier of:
- (i) the date on which the Transferor Company receives the maximum amounts prescribed under Clause 14(b); or
- (ii) later of the 15th (fifteenth) year from:
- (A) April 01, 2019; or
- (B) Effective Date.
- (d) The Transferee Company shall pay the amounts contemplated under this Clause 14, if any, to the Transferor Company within 1 (one) month from the end of every quarter, based on the revenue generated by Transferee Company in the preceding quarter from the projects mentioned in Clause 14(a).
- (e) For the purpose of this Clause 14, the Transferee Company shall only pursue the projects set out at Annexure 7 subject to and in accordance with the directions of the Board of the Transferee



Company from time to time. Subject to Clause 14(c), the abandonment or impairment of any project listed in Annexure 7 will not vitiate the right of the Transferor Company to receive the payment under Clause 14(a), in the event the Transferee Company books revenue pertaining to such project(s) at any time after such abandonment or impairment.

- (f) On and after the Effective Date, any modifications to or developments in relation to the Business IP by the Transferee Company shall not deprive the Transferor Company of payments under Clause 14(a), as long as the models/ projects created by the Transferee Company as a result of such modification of the Business IP are materially the same as the models/ projects set out in Annexure 8.
- (g) Within 3 (three) months of the Effective Date or such other date as may be agreed between the Transferor and the Transferee Company, the Transferee Company shall replace the guarantees listed in Annexure 13, such that the Transferor Company is discharged of its obligations under such guarantees. During the period referred to in this Clause 15, the Transferor Company shall provide the Transferee Company all reasonable co-operation as may be necessary for the replacement of such guarantees.
14. The Ld. Counsel for the Petitioner Company submitted that in terms of clause 21 of the Scheme, the conditions precedent, as mentioned thereunder are required to be complied with within a period of 1 (one) year from the Commencement Date. The Commencement Date in terms of the Scheme is defined as being July 27, 2018. Hence, the words "one year" need to be substituted to give such time as may be necessary for completion of the various conditions precedent. The Ld. Counsel further submitted that in the event such change is not made, the Scheme will not become effective inasmuch as the said period of one year is due to expire on July 26, 2019. The Ld. Counsel further submits that the said Clause 21 of the proposed Scheme of Arrangement gives powers to the Board of Directors of the Parties, to arrive at a mutually acceptable date in order to extend such period. Accordingly, the Ld. Counsel submits that the Board of Directors of the Petitioner Company and the Transferee



Company have, vide their Board Resolutions dated May 20, 2019 and May 09,2019, respectively, approved extension of date for completion of the conditions precedent mentioned in Clause 21(a) of the Scheme to July 26, 2020. Further, in case where any other condition(s) precedent is not satisfied/fulfilled, mainly being the approval of the MoD or other governmental authorities , then the Board of Directors of the Petitioner Company and the Transferee Company may approve a mutually acceptable date in order to further extend such period.

15. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. Accordingly, this Bench, to the Petitioner Company, do Order that:
- a. The clarifications and undertakings given by the Learned Advocate for the Petitioner to the observations made in the Report of Regional Director are considered by this Bench and those are hereby accepted. Subsequently, this bench hereby directs petitioner to comply with the provisions/statements which the Petitioner undertakes herein.
  - b. Since all the requisite statutory compliances have been fulfilled, and for all the directions passed in this Order, C.P.(CAA)/2954/MB/2019 is made absolute in terms of prayers clauses (a) to (d).
  - c. The Board of Directors of the Petitioner Company and the Transferee Company may approve a mutually acceptable date in order to further extend the period for the completion of the condition(s) precedent.
  - d. The Petitioner Company to lodge a copy of this order and the Scheme duly authenticated by the Deputy Director or Assistant Registrar, as the case may be, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of receipt of the order.





- e. Petitioner Company is directed to file a certified copy of this order along with a copy of the Scheme with the concerned Registrar of companies, electronically, along with E-form INC 28 in addition to the physical copy, within 30 days from the date of receipt of the order by the Registry, duly certified by the Deputy Director or the Assistant Registrar, as the case may be, of the National Company Law Tribunal, Mumbai Bench. Additionally, in compliance with Clause 6(d) of the MCA Circular dated 21.08.2019, bearing ref. no. F. No. 7/12/2019/CL-I, and since the appointed date is an event based date, which may be a date subsequent to the date of lodging of the order with the Registrar of Companies, the Petitioner Company is directed to intimate the office of the concerned Registrar of Companies within 30 days of completion of last of the conditions precedent set out in Clause 21 of the proposed Scheme of Arrangement.
- f. The Petitioner Company to pay costs of Rs. 25,000/- to the Regional Director, Western Region, Mumbai. The costs to be paid within four weeks from the date of receipt of order.
- g. All authorities concerned, to act on a certified copy of this order along with Scheme duly certified by the Deputy Director or the Assistant Registrar, National Company Law Tribunal, Mumbai Bench.
- h. Any person interested is at liberty to apply to the Tribunal in these matters for any directions or modification that may be necessary.
- i. Any concerned Authority is at liberty to approach this Bench for any further clarification/direction under this Scheme.

16. Ordered accordingly. To be consigned to Records.

Sd/-

**Chandra Bhan Singh, Member (T)**


Sd/-

**M. K. Shrawat, Member (J)**

Dated: 12.12.2019

Date of Application 12.12.2019  
Number of Pages 12  
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Assistant Registrar  
National Company Law Tribunal, Mumbai Bench



## SCHEME OF ARRANGEMENT

UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013

BETWEEN

TATA MOTORS LIMITED ... Transferor Company

AND

TATA ADVANCED SYSTEMS LIMITED ... Transferee Company

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

### A. INTRODUCTION

1. **TATA MOTORS LIMITED**, a public limited company incorporated under the laws of India and having its registered office at Bombay House, 24, Homi Mody Street, Fort, Mumbai- 400001 and listed on the National Stock Exchange of India Limited ("NSE") and BSE Limited ("BSE") ("**Transferor Company**"). The Transferor Company is, *inter alia*, engaged in the business of design, development and manufacturing of a wide range of commercial, passenger and defense vehicles and parts thereof for sale within India and abroad.
2. **TATA ADVANCED SYSTEMS LIMITED**, a public limited company incorporated under the laws of India and having its registered office at Hardware Park, Plot no. 21, Sy No. 1/1, Imarat Kancha, Raviryala village, Maheshwaram Mandal, Hyderabad- 501218 ("**Transferee Company**"). The Transferee Company is engaged in the business of production and assembly of systems, sub-systems and solutions used in the aerospace and defense industry.
3. This Scheme of Arrangement between the Transferor Company and the Transferee Company ("**Scheme**") provides for the transfer of the Defense Undertaking (*as defined below*) of the Transferor Company to the Transferee Company, as a going concern on a slump sale basis (as defined under Section 2(42C) of the Income Tax Act, 1961), for a consideration amount payable by the Transferee Company to the Transferor Company pursuant to the terms of this Scheme, with effect from the Appointed Date (*as defined below*) pursuant to Sections 230 to 232 and other relevant provisions of the Act (*as defined below*), and various other matters consequential to or otherwise connected with the above in the manner provided for in this Scheme.

### B. RATIONALE AND PURPOSES OF THE SCHEME

1. The transfer of the Defense Undertaking (*as defined below*) of the Transferor Company to the Transferee Company, pursuant to this Scheme, would *inter alia* result in the following benefits:
  - i. In case of the Transferor Company:
    - Monetising the value of the investment made in the design and development of the various products for defence customers by the Transferor Company through the transfer of its Defense Undertaking (*as defined below*);
    - Leverage the scale and competitive advantages of a larger unified entity which provides various products and services as part of the defence supply chain, and participate in the future growth opportunities in defence business through the Earn Out Consideration (*as defined below*) and as a vendor to the Transferee Company.
  - ii. In case of the Transferee Company:
    - Facilitate focused investments, better capital allocation and assist in the scaling up of operations;
    - Ability to execute larger and more complex projects across air systems, land systems, control weapon systems; and
    - Achieve cost synergies.
2. The Scheme also provides for various other matters consequential or otherwise *integrally*



connected herewith.

3. The Scheme will not in any manner be prejudicial to the interests of the concerned shareholders and creditors or the general public at large.

**C. PARTS OF THE SCHEME**

This Scheme is divided into the following parts:

- (a) **Part I**, which deals with the definitions and interpretations;
- (b) **Part II**, which deals with the transfer of the Defense Undertaking of the Transferor Company to the Transferee Company; and
- (c) **Part III**, which deals with the general terms and conditions applicable to this Scheme.



## PART I - GENERAL

### 1. DEFINITIONS AND INTERPRETATION

- (a) In this Scheme, unless the context or meaning otherwise requires (i) terms defined in the introductory paragraphs and recitals shall have the same meanings throughout this Scheme and (ii) the following words and expressions, wherever used (including in the recitals and the introductory paragraphs above), shall have the following meanings:

**"Accounts Receivable"** means the accounts receivable/ trade receivables pertaining to the Defense Undertaking as of the Appointed Date that are transferred to the Transferee Company by the Transferor Company in accordance with the Scheme;

**"Act"** means the Companies Act, 2013 and any rules, regulations, circulars or guidelines issued thereunder, as amended from time to time and shall, include any statutory replacement or re-enactment thereof, if the context so requires and as may be applicable;

**"Applicable Law" or "Law"** means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, bye-law, approval from the concerned authority, directive, guideline, press note, policy, requirement, 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 effect in the Republic of India, whether as of the Commencement Date or thereafter;

**"Appointed Date"** means the Effective Date;

**"Board of Directors" or "Board"** in relation to the Transferor Company and Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee or any other delegate duly authorised for the purposes of the matters pertaining to this Scheme and/or any other matter relating thereto;

**"BSE"** means BSE Limited;

**"Business Day"** means any day other than a Saturday, Sunday or public holiday, on which banks are generally open for business in Mumbai and Hyderabad;

**"Business IP"** means the Intellectual Property in respect of models listed in Annexure 2, but does not include the Intellectual Property for: (a) the aggregates, parts, components of the Transferor Company used for the models specified in Annexure 2; and (b) the models listed in Part A of Annexure 12;

**"Chinchwad Premises"** means the shed located in the Transferor Company's Chinchwad factory premises located at Chinchwad, Maharashtra as delineated in red in the plan set out at Part B of Annexure 3;

**"Commencement Date"** means July 27, 2018;

**"Consideration"** means a sum of INR 100,00,00,000 (Indian Rupees One Hundred Crore) as adjusted in accordance with Clause 12 and/ or Clause 13;

**"Contracts"** means all existing / valid contracts (including without limitation any service contracts, consultant contracts, contracts with vendors and suppliers), deeds, bonds, agreements, schemes, arrangements, bids, purchase orders, memoranda of understanding and other commitments, whether written or unwritten, entered into by or on behalf of, or the benefit of which is held in trust for or has been assigned to, the Transferor Company as on the Appointed Date, each of which belongs to, is utilised in or for the benefit of, or pertains to the Defense Undertaking, but does not include the Excluded Contracts;

**"Current Assets"** means accounts receivable, unbilled revenue, stores, stock inventory, prepaid expenses, cash and cash equivalents, trade debtors, deposits with public bodies, suppliers, security deposits, earnest monies, bills and other securities, loans and advances provided by the Transferor Company and any similar item (including any balance with Governmental Authority), or any such assets relating, or assigned to the Transferor Company that are customarily called current assets under the applicable Indian accounting standards, each of which on the Appointed Date, belongs to, is utilised in or for the benefit of or pertains to the Defense Undertaking, and includes the (a) assets detailed in Annexure 11 as of the Commencement Date; and (b) assets falling under the



line items of current assets listed in **Part B of Annexure 10** as of the Appointed Date;

**"Current Liabilities"** means the provisions in the books of the Transferor Company, trade payables, advances received, employee liabilities (excluding unfunded liabilities for compensated absences and gratuity), or any such liabilities relating, or assigned to the Transferor Company that are customarily called current liabilities under the applicable Indian accounting standards (but excluding all debt and debt like items such as current portion of long term debt), each of which on the Appointed Date, belongs or pertains to the Defense Undertaking and includes the liabilities falling under the line items of current liabilities listed in **Part B of Annexure 10** as of the Appointed Date;

**"Declared Closing Design and Development Spend"** has the meaning ascribed to it in Clause 12(a)(i);

**"Declared Closing Working Capital"** has the meaning ascribed to it in Clause 12(a)(ii);

**"Defense Undertaking"** means the business of the Transferor Company as a going concern as on the Appointed Date, pertaining to the manufacture and/or sale of products and/or services that are designed, used, developed or modified for (i) all departments and/or entities under the Ministry of Defence, Government of India, including, without limitation, the armed forces under the administrative control of the Ministry of Defence, Government of India; (ii) all departments and/ or entities under the Ministry of Home Affairs, Government of India or an equivalent department of any State Government in India; (iii) United Nations peacekeeping agencies; and/or (iv) all equivalent departments, entities, military and/ or governmental agencies, outside India engaged in internal and external security of those countries, and shall include:

- (a) the Moveable Assets;
- (b) the Current Assets;
- (c) the Licenses;
- (d) the Business IP;
- (e) the Licensed Properties;
- (f) the Contracts;
- (g) the Employees;
- (h) the Liabilities;
- (i) the Records; and
- (j) any tax related assets (including but not limited to Goods and Services Tax credits, CENVAT credits, VAT / Sales tax credits, works contract TDS credits, credits of education cess and secondary and higher education cess, entry tax credits, tax refunds etc.);

but shall exclude the Excluded Liabilities and Excluded Contracts.

*Explanation:*

- (i) In case of any question that may arise as to whether a specific asset or liability or employee pertains or does not pertain to the Defense Undertaking or whether it arises out of the activities or operations of the Defense Undertaking such question shall be decided by mutual agreement between the Boards of Directors of the Transferor Company and the Transferee Company;
- (ii) In respect of models/ products listed in **Part A of Annexure 12**, only the right to sell (and not to manufacture) shall be included as part of the Defense Undertaking;
- (iii) In respect of models/ products listed in **Part B of Annexure 12**, the right to sell and/ or manufacture shall be included as part of the Defense Undertaking.



**“Design and Development Spend”** means the net expenditure incurred for design and development by the Transferor Company with respect to the Defence Undertaking under the applicable Indian accounting standards and includes the line items listed in **Part A of Annexure 10**;

**“Earn-Out Consideration”** shall have the meaning assigned to it in Clause 14;

**“Effective Date”** means the date falling 5 (five) Business Days after the last of the dates on which all the conditions and matters referred to in Clause 21 occur or have been fulfilled or waived in accordance with this Scheme. References in this Scheme to the date of ‘coming into effect of this Scheme’ or the ‘effectiveness of this Scheme’ or the ‘Scheme coming into effect’ shall mean the Effective Date;

**“Employees”** means persons who, as at the Appointed Date, are employed and/or predominantly engaged in the business of the Defense Undertaking, and includes those listed in **Annexure 4**;

**“Encumbrance”** means (a) any interest or equity of any Person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge (whether fixed or floating), claim, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above, or 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 (b) any voting agreement, option, right of first offer, refusal or any transfer restriction (including non-disposal undertaking with an attached power of attorney which entitles the holder thereof to sell the relevant asset), in favour of any Person;

**“Earn-Out Consideration”** shall have the meaning assigned to it in Clause 14;

**“Excluded Contracts”** means any contracts, agreements, purchase orders and other commitments executed pursuant to the Invitation for Expression of Interest for Project FICV issued on July 16, 2015 by the Directorate General Mechanized Forces, Integrated Headquarters, Ministry of Defence (Army).;

**“Excluded Liabilities”** means (i) all the liabilities of the Transferor Company that do not pertain to the Defense Undertaking, and (ii) all liabilities relating to the litigations or claims pertaining to the Defense Undertaking, whether present or future, which are attributable to the period prior to the Appointed Date;

**“Funds”** shall have the meaning assigned to it in Clause 7(c);

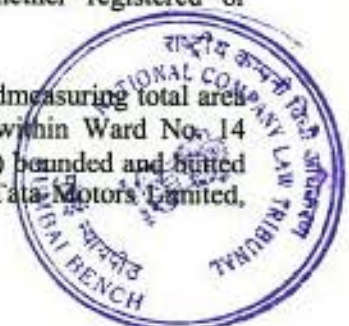
**“Governmental Authority”** means any authority or body exercising executive, legislative, judicial, regulatory, statutory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of India or any political subdivision thereof, or of any other jurisdiction relevant to the transactions contemplated under this Scheme, any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange;

**“Implementation Period”** means the period intervening the Commencement Date and the Effective Date;

**“INR” or “Rupees”** means the lawful currency of Republic of India;

**“Intellectual Property”** includes drawings for assembly or integration, designs pertaining to the integration and/or assembly of the vehicles, computer aided designs, process sheets, bill of materials, details of all the variants of the vehicles, the quality assurance process, automated test procedure, QTP, trade mark, patents, specifications, integration design for all bought out items, in each case whether registered or unregistered;

**“Jamshedpur Premises”** means all that piece and parcel of land admeasuring total area of 8000 sq.mts. out of which Shed Area 2400 sq.mtrs. situated within Ward No. 14 mouza Kalimati portion of khata No.1.old plot No. 2863 & 2878 (P) bounded and hunted by: North: Assembly shop Tata Hitachi, South: Boundary wall of Tata Motors Limited,



East: MRS Station I, Tata Motors Limited, West: Public Road, then Jemco, as delineated in red in the plan set out at Part A of Annexure 3;

**"Liabilities"** means all debts and liabilities in relation to the Defense Undertaking, if any, including all secured and unsecured debts (in whatsoever currency), liabilities (including current and contingent liabilities), outstanding loans, duties and obligations in relation to the Defense Undertaking of every kind, nature and description whatsoever, and howsoever arising, along with any Encumbrance, lien or security thereon and includes those listed in Annexure 9;

**"Licensed Properties"** means collectively, the Chinchwad Premises and the Jamshedpur Premises;

**"Licenses"** means all licenses, authorisations, permissions, approvals, clearances, permits, consents and registrations (by whatever name called) pertaining to the Defense Undertaking including the licenses listed in Annexure 1;

**"Moveable Assets"** means all moveable assets including all Current Assets, properties, resources, facilities, utilities and services which are engaged, deployed, employed or used in and form part of the Defense Undertaking including all equipment, machinery and other moveable property, each of which on the Appointed Date belongs to, is utilised in or for the benefit of or pertains to the Defense Undertaking, and includes those items described in Annexure 6;

**"NCLT"** means (i) the Hon'ble National Company Law Tribunal having its Bench at Mumbai, (ii) the Hon'ble National Company Law Tribunal having its Bench at Hyderabad, and (iii) such other Hon'ble National Company Law Tribunal as may for the time being be having jurisdiction in the matter, or such other tribunal, court, forum or authority as may, for the time being be vested with the powers presently vested in the Hon'ble National Company Law Tribunal under Sections 230 to 232 of the Act;

**"NSE"** means National Stock Exchange of India Limited;

**"Ordinary Course of Business"** means the ordinary course of business: (i) consistent with past practice (but only to the extent consistent with Applicable Law); or (ii) to the extent required to be taken in compliance with statutory obligations or contractual obligations existing as of the Commencement Date; or (iii) entered in accordance with the terms of this Scheme; provided that a series of related transactions which taken together are not in the Ordinary Course of Business shall not be deemed to be in the Ordinary Course of Business;

**"Other Business"** means all the residuary undertakings, businesses, activities, operations, assets and liabilities of the Transferor Company after the transfer of the Defense Undertaking in accordance with this Scheme;

**"Person"** means any individual (including in his capacity as trustee), entity, joint venture, company, corporation, partnership (whether limited or unlimited), proprietorship or other enterprise (whether incorporated or not), Hindu undivided family, trust, union, association of persons, government (central, state or otherwise), or any agency, department, authority or political subdivision thereof, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time;

**"Records"** means all necessary records, files, papers, engineering and process information, computer programmes, manuals, data, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, databases containing market information, vouchers, registers, ledgers, documents and other books and records of, or to the extent pertaining to, the Defense Undertaking, in any media or format including machine readable or electronic media/ format and other records pertaining to the Defense Undertaking, as on the Appointed Date, but excluding the Transferor Company Retained Records;

**"Reference Working Capital"** means an amount of INR 0 (Indian Rupees zero);



**"Registrar of Companies"** means the Registrar of Companies of (i) Maharashtra situated in Mumbai in relation to the Transferor Company; and (ii) Andhra Pradesh and Telangana situated in Hyderabad in relation to the Transferee Company;

**"Scheme" or "the Scheme" or "this Scheme" or "Scheme of Arrangement"** means this Scheme of Arrangement in its present form or as amended or with any modification(s) approved or imposed or directed by the NCLT or any other Governmental Authorities, pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act;

**"SEBI"** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;

**"SEBI Circular"** means (i) Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, (ii) Circular No. CFD/DIL3/CIR/2017/26 dated March 23, 2017, (iii) Circular No. CFD/DIL3/CIR/2017/105 dated September 21, 2017, (iv) Circular No. CFD/DIL3/CIR/2018/2 dated January 3, 2018, issued by SEBI or any other circulars issued by SEBI applicable to schemes of arrangement from time to time;

**"SEBI (LODR) Regulations"** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 including all circulars and notifications issued thereunder, as amended from time to time;

**"Stock Exchange"** means collectively, the BSE and the NSE;

**"Transferor Company Retained Records"** means the original form of all records, files, papers, documents and other books and records to the extent: (i) pertaining to the accounting, tax or regulatory affairs of the Defense Undertaking; and (ii) required to be kept in the control of the Transferor Company pursuant to the provisions of any Applicable Law, in any media or format including machine readable or electronic media/format; as on the Appointed Date;

**"Verified Closing Design and Development Spend"** means the Design and Development Spend verified by the Transferee Company in accordance with the process set out under Annexure 5;

**"Verified Closing Working Capital"** means the Working Capital verified by the Transferee Company in accordance with the process set out under Annexure 5; and

**"Working Capital"** means Current Assets (not including the Accounts Receivables) less Current Liabilities.

- (b) All terms used but not defined in this Scheme shall, unless contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act or any statutory modification or re-enactment thereof for the time being in force or any legislation which replaces the Act.
- (c) References to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme.
- (d) Headings, subheadings, titles, subtitles to clauses, sub-clauses, sections and paragraphs are for information only and shall not form part of the operative provisions of this Scheme or the schedules hereto and shall be ignored in construing the same.
- (e) All references in this Scheme to statutory provisions shall be construed as meaning and including references to:
- (i) any statutory modification, consolidation or re-enactment made after the date of approval of this Scheme by the Board of Directors of the Transferor Company and the Transferee Company and for the time being in force;
  - (ii) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
  - (iii) all statutory instruments or orders made pursuant to a statutory provision; and
  - (iv) any statutory provisions of which these statutory provisions are a consolidation,





re-enactment or modification.

- (f) Unless the context otherwise requires:
- (i) the singular shall include the plural and vice versa, and references to one gender include all genders.
  - (ii) references to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).
- (g) Reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
- (h) Any reference to "writing" shall include printing, typing, lithography and other means of reproducing words in visible form.
- (i) The words "include" and "including" are to be construed without limitation.
- (j) Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.
- (k) any reference to a "waiver" or "mutually agreed" or "mutual agreement" between the Transferor Company and the Transferee Company shall mean a waiver in writing or a mutual agreement in writing, as the case may be.

## PART II – SLUMP SALE

### Section 1 – Transfer

2. Upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the sanction of this Scheme by the NCLT and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, the Defense Undertaking shall be and stand transferred to and vested in or be deemed to have been vested in the Transferee Company, as a going concern on a slump sale basis, for a consideration amount as set out hereinafter, in accordance with Section 2 (42C) of the Income Tax Act, 1961, without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

### 3. Vesting of Assets

- (a) Without prejudice to the generality of Clause 2 above, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the Moveable Assets, rights, claims, title, interest and authorities including accretions and appurtenances comprised in the Defense Undertaking of whatsoever nature and where so ever situate shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a going concern on a slump sale basis for the Consideration, in accordance with Section 2 (42C) of the Income Tax Act, 1961, so as to become, as and from the Appointed Date, the estate, assets, properties, rights, claims, title, interest and authorities of the Transferee Company.
- (b) Without prejudice to the provisions of Clause 3(a) above, in respect of the Moveable Assets and properties of the Defense Undertaking as are movable in nature or incorporeal property or are otherwise capable of vesting or transfer by manual or constructive delivery and/or possession and/or by endorsement and/or delivery, the same shall stand so transferred or vested by the Transferor Company upon the coming into effect of this Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act, and the title to the assets will be deemed to have been vested accordingly without requiring any deed or instrument of conveyance for the transfer or vesting of the same.
- (c) The Licensed Properties shall be licensed to the Transferee Company by the Transferor Company in terms of the leave and license agreement that may be agreed between the Transferor Company and the Transferee Company and upon execution of such leave and



license agreement, the Transferee Company shall have the right to use and occupy the Licensed Properties in terms of such leave and licence agreement without any further act or deed.

- (d) In respect of such of the assets and properties belonging to the Transferor Company (other than those referred to in Clause 3(b) and Clause 3(c)) pertaining to the Defense Undertaking including sundry debtors, receivables, bills, credits, outstanding loans and advances and guarantees, if any, whether recoverable in cash or in kind or for value to be received, earnest money and deposits with any government, quasi government, local or other authority or body or with any company or other person, the same shall stand transferred to and vested in the Transferee Company and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- (e) All the Licenses (including industrial licence no. 18/2015 but excluding industrial licence 13/2004), permits, registrations, quotas, rights, entitlements, approvals, permissions, consents, no objection certificates, clearances, authorities, powers of attorney, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company in respect of the Defense Undertaking and all rights and benefits that have accrued or which may accrue to the Transferor Company in respect of the Defense Undertaking, on the Appointed Date, including income tax benefits and exemptions, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become the licenses, permits, registrations, quotas, rights, entitlements, approvals, permissions, consents, no objection certificates, clearances, authorities, powers of attorney, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions. However, if any such License, permits, registrations, quotas, rights, entitlements, approvals, permissions, consents, no objection certificates, clearances, authorities, powers of attorney, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges as referred to above, are for the benefit of or applicable to or govern the operations of the Defense Undertaking as well as the Other Business, then upon the Scheme coming into effect, the same shall be deemed to have been automatically split up without any further act, instrument or deed by the Transferor Company or the Transferee Company so as to appropriately apply to or govern the operations of the Defense Undertaking and the Other Business of the Transferor Company, separately without putting either of them to any disadvantage of whatsoever nature.
- (f) Without prejudice to the aforesaid, it is clarified that in the event any part of the Defense Undertaking intended to be transferred cannot be transferred to the Transferee Company upon the effectiveness of the Scheme for any reason whatsoever, the Transferor Company and the Transferee Company undertake to take all necessary steps, and execute all necessary documents, to ensure the transfer of such part of the Defense Undertaking thereof to the Transferee Company forthwith without any further consideration. The Transferor Company and the Transferee Company agree that pending such transfer, the Transferor Company shall hold such part of the Defense Undertaking in trust for the benefit of the Transferee Company, and shall put in place necessary arrangement(s) to allow the Transferee Company to enjoy the benefit of the same without incurring monetary obligations for such actions, till such time as the transfer is effected.

4. Contracts, Deeds etc.

- (a) Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all Contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature, in respect of the Defense Undertaking, to which the Transferor Company is a party or to the benefit of which the Defense Undertaking may be eligible and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the



Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company concerned, the Transferee Company had been a party or beneficiary or obligee thereto or thereunder.

- (b) Without prejudice to the other provisions of this Scheme and notwithstanding that vesting of the Defense Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, after the Effective Date, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed, without causing any additional costs/liabilities to the Transferor Company.

5. Transfer of Liabilities

Upon the coming into effect of this Scheme and with effect from the Appointed Date, all Liabilities shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, to the extent they are outstanding or contingent on the Appointed Date so as to become as and from the Effective Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company in respect of the Defense Undertaking, and the Transferee Company shall meet, discharge and satisfy the same and the Transferor Company shall in no event be responsible or liable in relation to any such Liabilities and further 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 Liabilities have arisen in order to give effect to the provisions of this Clause 5. In the event any such liability is discharged by the Transferor Company prior to the Appointed Date such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of the Scheme.

6. Encumbrances

- (a) Subject to Clause 6(b), all the assets in respect of the Defense Undertaking shall be transferred free from any and all Encumbrances.
- (b) In so far as the Encumbrances in respect of the Liabilities of the Transferor Company are concerned, such Encumbrances shall without any further act, instrument or deed, be modified and shall be extended to and shall operate only over the assets comprised in Defense Undertaking which have been Encumbered in respect of the said Liabilities of the Transferor Company as transferred to the Transferee Company pursuant to this Scheme. Provided that if any of the assets comprised in the Defense Undertaking, which are being transferred to the Transferee Company pursuant to this Scheme, have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- (c) Any reference in any security documents or arrangements in respect of the Defense Undertaking (to which the Transferor Company is a party), shall be construed as a reference to the Transferee Company and the assets and properties of the Defense Undertaking transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- (d) Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.



- (e) It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.
- (f) The provisions of this Clause 6 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

7. Employees

- (a) Upon the coming into effect of this Scheme, all Employees shall become the employees of the Transferee Company, on terms and conditions not less favourable than those on which they are engaged by the Transferor Company and without any interruption of or break in service as a result of the transfer of the Defense Undertaking from the Transferor Company pursuant to this Scheme. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such Employees with the Transferor Company and such benefits to which the Employees are entitled shall also be taken into account, and paid (as and when payable) by the Transferee Company.
- (b) It is clarified that save as expressly provided for in this Scheme, the Employees who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the other employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, entered into or deemed to have been entered into by the Transferor Company with any union/ employee of the respective Transferor Company. The Parties agree that the Transferee Company shall not at any point in time, including after the Effective Date, be obligated to provide any stock option to the Employees in respect of the securities of the Transferee Company. However, any stock option in respect of the securities of the Transferor Company, if offered by the Transferor Company to the Employees before the Effective Date, shall be dealt with on or after the Effective Date by the Transferor Company in accordance with the policies framed by the Transferor Company in this regard.
- (c) Insofar as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or benefits created by the Transferor Company for its Employees or to which the Transferor Company is contributing for the benefit of its Employees (collectively referred to as the "Funds") are concerned, the Funds or such part thereof as relates to the Employees (including the aggregate of all the contributions made to such Funds for the benefit of the Employees, accretions thereto and the investments made by the Funds in relation to the Employees) shall be transferred to the Transferee Company and shall be held for the benefit of the concerned Employees. In the event the Transferee Company has its own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be merged with the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above or if deemed appropriate by the Transferee Company, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company creates its own funds, at which time the Funds and the investments and contributions pertaining to the Employees shall be merged with the funds created by the Transferee Company.
- (d) In relation to those Employees for whom the Transferor Company is making contributions to the government provident fund or other employee benefit fund, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees, such that all the rights, duties, powers and obligations of the Transferor Company as the case may be in relation to such schemes/ Funds shall become those of the Transferee Company.

8. Legal, Taxation and other Proceedings



Upon the coming into effect of this Scheme, all suits, actions, legal and tax proceedings (including before any statutory or quasi-judicial authority or tribunal) under any statute by or against the Transferor Company in respect of the Defense Undertaking pertaining to the period prior to the Effective Date shall be continued and enforced by or against the Transferor Company in all respects for which the Transferee Company shall provide all reasonable support as required and/or requested for at cost of the Transferor Company.

### **Section 2 – Conduct of Business**

9. Subject to Clause 10, all profits and income accruing or arising to the Defense Undertaking and losses and expenditure arising or incurred by them (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company. All taxes (including, without limitation, income tax, Goods and Services tax, Customs duty, sales tax, service tax, VAT, Entry tax, Cesses etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the Defense Undertaking before the Appointed Date, shall be on account of the Transferor Company.
10. During the Implementation Period, the Transferor Company shall carry on the business of the Defense Undertaking in the Ordinary Course of Business. Without prejudice to the aforesaid, during the Implementation Period, the Transferor Company shall not, without the prior written consent of the Transferee Company, which consent shall not be unreasonably withheld:
- (a) incur, in respect of the business of the Defense Undertaking, any:
    - (i) capital expenditure (including expenditure pertaining to advance development projects) or commitment in excess of INR 2,00,00,000 (Indian Rupees two crore) in the aggregate; and/ or
    - (ii) borrowings in respect of the Defense Undertaking;
  - (b) enter into any agreement in relation to the transfer or licensing of technology pertaining to the Business IP;
  - (c) enter into or terminate any supply contracts and/or customer contracts which relate, in part or in full, to the Defense Undertaking, or the submission of any bids in relation thereto, which has a value in excess of INR 3,00,00,000 (Indian Rupees three crore);
  - (d) appoint any new dealers or selling agents relating to the Defense Undertaking;
  - (e) change or modify the organizational structure of the Defense Undertaking as existing on the Commencement Date;
  - (f) sell, transfer, assign, mortgage, pledge, hypothecate, grant any security interest in, subject to any other Encumbrance, or otherwise dispose of, any assets pertaining to the Defense Undertaking; and
  - (g) take, or commit to take, any action that would result in the occurrence of any of the foregoing.

### **Section 3: Consideration and Earn-Out Consideration**

#### **11. Payment of Consideration**

Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Defense Undertaking in the Transferee Company in terms of this Scheme, the Transferee Company shall, without any further application, act, instrument or deed, pay and discharge to the Transferor Company, the Consideration within 2 (two) Business Days from the Effective Date in accordance with the terms of this Scheme, subject to further adjustments after the Effective Date, in accordance with Clause 13 of this Scheme.

#### **12. Effective Date Adjustment**

- (a) At least 3 (three) Business Days prior to the Effective Date, the Transferor Company shall provide to the Transferee Company a statement of the following:
  - (i) the estimated Design and Development Spend for the period between January 1,



2018 and the Effective Date, calculated based on the format set out at **Part A of Annexure 10** ("Declared Closing Design and Development Spend"); and

- (ii) the estimated Working Capital as on the Effective Date calculated based on the format set out at **Part B of Annexure 10** ("Declared Closing Working Capital").

(b) On the Effective Date:

(i) If the:

- (a) Declared Closing Design and Development Spend is more than 0 (zero); or
- (b) Declared Closing Working Capital is more than the Reference Working Capital,

then in such case the Consideration shall be increased by such a differential amount and the Transferee Company shall pay to the Transferor Company such increased amount in accordance with Clause 11.

(ii) If the:

- (a) Declared Closing Design and Development Spend is less than or equal to 0 (zero); or
- (b) Declared Closing Working Capital is less than the Reference Working Capital,

then in such case the Consideration shall be reduced by such a differential amount and the Transferee Company shall pay to the Transferor Company such reduced amount in accordance with Clause 11. If the Consideration becomes negative after such reduction, the Transferor Company shall pay such negative amount to the Transferee Company.

13. Post Effective Date Adjustment

- (a) After the Effective Date, the Transferee Company shall have the right to verify the (i) Declared Closing Design and Development Spend; and (ii) Declared Closing Working Capital, provided to it pursuant to Clause 12(a). If the Transferee Company decides to exercise such a right, the process under **Annexure 5** shall be followed for making the adjustment contemplated under Clause 13(b) and Clause 13(c).

(b) If the:

- (i) Declared Closing Design and Development Spend is less than the Verified Closing Design and Development Spend; or
- (ii) Declared Closing Working Capital is less than the Verified Closing Working Capital,

then, in each case, the Transferee Company shall pay an amount equal to such difference to the Transferor Company, within 5 (five) Business Days of the date on which the Verified Closing Design and Development Spend and/ or the Verified Closing Working Capital have been determined in accordance with this Scheme.

(c) If the:

- (i) Declared Closing Design and Development Spend is more than the Verified Closing Design and Development Spend; or
- (ii) Declared Closing Working Capital is more than the Verified Closing Working Capital,

then, in each case, the Transferor Company shall pay an amount equal to such difference to the Transferee Company, within 5 (five) Business Days of the date on which the Verified Closing Design and Development Spend and/ or Verified Closing Working Capital have been determined in accordance with this Scheme.



14. Earn-Out Consideration

- (a) Subject to Clauses 14(b) and 14(c) of this Scheme, in addition to the Consideration, the Transferee Company shall pay to the Transferor Company an amount of 3% (three percent) of the revenue booked by the Transferee Company (excluding applicable goods and service tax) from the projects listed out in **Annexure 7**.
- (b) The aggregate amount payable under Clause 14(a) of this Scheme shall not exceed in the aggregate, an amount of INR 1750,00,00,000 (Indian Rupees One Thousand Seven Hundred and Fifty Crores) and be subject to the following additional sub-limits: (i) INR 1000,00,00,000 (Indian Rupees One Thousand Crore) for the projects listed out in **Part A of Annexure 8**; and (ii) INR 750,00,00,000 (Indian Rupees Seven Hundred And Fifty Crores) for the projects listed out in **Part B of Annexure 8**.
- (c) The amount contemplated under Clause 14(a) is payable only till earlier of:
- (i) the date on which the Transferor Company receives the maximum amounts prescribed under Clause 14(b); or
- (ii) later of the 15<sup>th</sup> (fifteenth) year from:
- (A) April 01, 2019; or
- (B) Effective Date.
- (d) The Transferee Company shall pay the amounts contemplated under this Clause 14, if any, to the Transferor Company within 1 (one) month from the end of every quarter, based on the revenue generated by Transferee Company in the preceding quarter from the projects mentioned in Clause 14(a).
- (e) For the purpose of this Clause 14, the Transferee Company shall only pursue the projects set out at **Annexure 7** subject to and in accordance with the directions of the Board of the Transferee Company from time to time. Subject to Clause 14(c), the abandonment or impairment of any project listed in **Annexure 7** will not vitiate the right of the Transferor Company to receive the payment under Clause 14(a), in the event the Transferee Company books revenue pertaining to such project(s) at any time after such abandonment or impairment.
- (f) On and after the Effective Date, any modifications to or developments in relation to the Business IP by the Transferee Company shall not deprive the Transferor Company of payments under Clause 14(a), as long as the models/ projects created by the Transferee Company as a result of such modification of the Business IP are materially the same as the models/ projects set out in **Annexure 8**.

15. Within 3 (three) months of the Effective Date or such other date as may be agreed between the Transferor and the Transferee Company, the Transferee Company shall replace the guarantees listed in **Annexure 13**, such that the Transferor Company is discharged of its obligations under such guarantees. During the period referred to in this Clause 15, the Transferor Company shall provide the Transferee Company all reasonable co-operation as may be necessary for the replacement of such guarantees.

16. Accounts Receivable

- (a) The Transferee Company shall undertake reasonable efforts commensurate with reasonable business practices to realise the Accounts Receivable.
- (b) The Transferor and the Transferee Company shall, in consultation with each other, set up a committee to monitor the status of the recovery of the Accounts Receivable within 7 (seven) Business Days of the Effective Date. Such committee shall meet once in a month, in which the respective nominees of the respective Parties shall also exchange status of outstanding Accounts Receivable and reconcile the same.
- (c) Within 5 (five) Business Days from the end of each month, the Transferee Company shall transfer any Accounts Receivable that are received, to the Transferor Company. The Parties agree that in the event any Accounts Receivable pertaining to the Defense Undertaking is recovered directly by the Transferor Company after the Effective Date, then such amounts shall be deemed to have been transferred by the Transferee Company.



### PART III – GENERAL TERMS AND CONDITIONS

17. The Other Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company.
18. The Transferee Company, is not reissuing any shares to the Transferor Company or the shareholders of the transferor company or any third party under the scheme.
19. All legal, taxation or other proceedings by or against the Transferor Company in relation to Other Business shall be continued and enforced, by or against the Transferor Company.
20. Accounting Treatment
- (i) The Transferor Company shall transfer all assets and liabilities of the Defense Undertaking contemplated to be transferred under this Scheme to the Transferee Company and recognize the corresponding gain/loss, if any, on the difference between the book value and sale consideration less cost to sell in the statement of profit and loss.
- (ii) The Transferor Company and the Transferee Company shall abide by their applicable accounting standards for giving effect to the transfer and vesting of the Defense Undertaking as contemplated in this Scheme.
21. Conditions Precedent
- (a) The effectiveness of the Scheme is conditional upon and subject to:
- (i) receipt of the observation letter or the no-objection letter from the Stock Exchanges in respect of the Scheme, pursuant to Regulation 11, 37 and 94 of the SEBI (LODR) Regulations read with the SEBI Circular;
- (ii) receipt of approval from the Competition Commission of India for the Scheme in a form and substance reasonably satisfactory to the Transferor Company and the Transferee Company or on the expiry of any statutory time period pursuant to which such approval is deemed to have been granted;
- (iii) the Scheme being approved by the respective requisite majorities of the various classes of shareholders and/or creditors (where applicable) of the Transferor Company and the Transferee Company as required under the Act;
- (iv) the public shareholders of the Transferor Company having approved the Scheme contemplated herein by way of e-voting, pursuant to, and in accordance with the SEBI Circular. The Scheme shall be acted upon only if the number of votes casted by the public shareholders of the Transferor Company in favor of the Scheme are more than the number of votes casted by the public shareholders of the Transferor Company against it as required in terms of the SEBI Circular;
- (v) receipt of the NCLT order approving the Scheme;
- (vi) the certified copies of the NCLT order approving the Scheme being filed with the Registrar of Companies;
- (vii) receipt of approvals of third parties, where required, and registering with the Governmental Authority including but not limited to (a) the Ministry of Defence and Technical Land Manager (Land Systems); (b) Department of Industrial Policy and Promotion, Ministry of Commerce and Industry; (c) Controllerate of Quality Assurances (Vehicles); (d) Automotive Research Association of India; (e) Vehicles and Research Development Establishment;
- (viii) The Transferee Company shall have duly registered itself as a "seller" on the Government e-Marketplace platform;
- (ix) The Transferor Company and the Transferee Company having entered into a leave and license agreement in respect of the Licensed Properties; and
- (x) The Transferor Company and the Transferee Company having entered into a binding agreement, with effect from the Effective Date, setting out the terms and conditions for the supply by the Transferor Company to the Transferee Company





of the requisite vehicle, kits, aggregates, parts, components and services for incorporating into various products and services of the Transferee Company for the end use by the defense customers.

- (b) In the event of any of the approvals or conditions enumerated in Clause 21(a) are not obtained or complied within 1 (one) year from the Commencement Date or such other date as the Board of Directors of the Transferor Company and the Transferee Company may agree in writing, or if for any other reason, this Scheme cannot be implemented, then the Board of Directors of the Transferee Company may waive the conditions set out in Clause 21(a)(vii), Clause 21(a)(viii) and/or Clause 21(a)(ix) to the extent permitted under Applicable Laws. In the event the condition set out in Clause 21(a) is not satisfied or waived in accordance with this Clause 21(b), the Scheme shall become null and void, and in that event, no rights and liabilities shall accrue to or be incurred between the Transferor Company and the Transferee Company or their shareholders or creditors or employees or any other person.
- (c) On the approval of this Scheme by the shareholders of the Transferor Company and the Transferee Company such shareholders shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the slump sale set out in this Scheme, related matters and this Scheme itself.

22. Applications

The Transferor Company and the Transferee Company shall with all reasonable dispatch make application(s) under Sections 230 and 232 and other applicable provisions of the Act to the NCLT for sanctioning this Scheme. Further, the Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors) shall have the authority to undertake all acts and deeds necessary to give effect to this Scheme.

23. Modifications to the Scheme

- (a) The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors), may, in their full and absolute discretion, assent to any alteration or modification to this Scheme which the respective Boards of Directors of the Transferor Company or the Board of Directors of the Transferee Company, as the case may be, deem fit, or which the NCLT and/or any other Governmental Authority may deem fit to approve or impose.
- (b) The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors), may give such directions as they may consider necessary to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation hereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions to this Scheme and if necessary, to waive any of those (to the extent permissible under law).
- (c) The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors) may in any manner at any time, determine jointly whether any asset, liability, employee, legal or other proceedings pertains to the Defense Undertaking or not, on the basis of any evidence that they may deem relevant for this purpose.

24. The Transferee Company shall be entitled, pending the sanction of this Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to operate the Defense Undertaking.

25. Severability

If any part and/or provisions of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

26. Upon this Scheme becoming effective, the accounts of the Transferor Company and the Transferee Company (as applicable), as on the Appointed Date, shall be reconstructed in accordance with the terms of this Scheme.

27. The Transferee Company shall be entitled to file/revise its income tax returns, TDS certificates



TDS returns, wealth tax returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credit of all taxes paid/withheld (whether Indian or foreign), if any, as may be required consequent to implementation of this Scheme.

28. No cause of action

No third party claiming to have acted or changed his position in anticipation of this Scheme taking effect, shall get any cause of action against the Transferor Company or the Transferee Company or their directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.

29. Costs

Each of the Transferor Company and the Transferee Company shall pay the fees and costs of any financial or technical advisors, lawyers or accountants engaged by it in relation to the negotiations leading up to the transactions contemplated hereunder and for the preparation, execution and carrying into effect of this Scheme, provided that all costs, charges and expenses relating to stamp duty and registration in respect of the Scheme shall be borne and paid by the Transferee Company.



## ANNEXURE 1

### LICENSES

#### PART A

Certificate No.	Date	Authorising Agency
SHL/12/2014-2015/6441/2835	31-Dec-14	Automotive Research Association of India
SHL/12/2014-2015/6441/2833	31-Dec-14	Automotive Research Association of India

#### PART B

1. Factory license under the Factories Act, 1948 issued by the Department of Industrial Safety and Health, Maharashtra to the extent pertaining to the Chinchwad Premises and the Jamshedpur Premises.
2. Consent to operate under the Air (Prevention and Control of Pollution) Act, 1981, Water (Prevention and Control of Pollution) Act, 1974 and the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008, issued by the Maharashtra Pollution Control Board, to the extent pertaining to the Chinchwad Premises and the Jamshedpur Premises.

#### PART C

Certificate No	Date	Authorising Agency
		Vehicles and Research Development Establishment ("VRDE")
VAFN 0174	24-Mar-10	
VAFN 0174, E1	11-Jun-10	VRDE
VAFN 0174, E2	2-Mar-11	VRDE
VAFN 0174, E3	28-Sep-12	VRDE
VAFN 0174, E4	28-Mar-13	VRDE
VAFN 0174, E5	8-May-13	VRDE
VAFN 0174, E6	27-Mar-14	VRDE
VAFN 0174, E7	22-Aug-14	VRDE
VAFN 0174, E8	27-Feb-15	VRDE
VAFN 0174, E12	6-Nov-15	VRDE
VAFN 0174, E13	12-Feb-16	VRDE
VAFN 0174, E14	5-Aug-16	VRDE
VAFN 0174, E15	20-Sep-16	VRDE
VADN 0304, E3	17-Dec-09	VRDE
VADN 0304, E4	19-Mar-10	VRDE
VAFN 0175	26-Mar-10	VRDE
VAFN 0175, E1	11-Jun-10	VRDE
VAFN 0175, E2	2-Mar-11	VRDE
VAFN 0175, E3	28-Sep-12	VRDE
VAFN 0175, E4	28-Mar-13	VRDE
VAFN 0175, E5	8-May-13	VRDE
VAFN 0175, E6	27-Mar-14	VRDE
VAFN 0175, E7	12-Sep-14	VRDE
VAFN 0175, E8	5-Mar-15	VRDE
VAFN 0175, E11	6-Nov-15	VRDE
VAFN 0175, E12	12-Feb-16	VRDE
VAFN 0175, E13	28-Sep-16	VRDE
NCAT/09/172/TR/PHO/047	24-Dec-09	VRDE
NCAT/10/244/TR/PHO/054	19-Aug-10	VRDE
VAFN 0244	20-Aug-10	VRDE
VAFN 0244, E5	27-Mar-14	VRDE
VAFN 0244, E6	11-Sep-14	VRDE
NCAT/10/244/TTG/COP/514	30-Nov-10	VRDE
VAFN 0244, E7	7-Jun-15	VRDE
VAFN 0244, E9	15-May-15	VRDE
NCAT/15/0632/TR/TTG/919	20-Sep-16	VRDE



NCAT/15/0632/TR/TTG/918	20-Sep-16	VRDE
VAFN 0244, E10	20-Sep-16	VRDE
VAFN 0244, E10 - C1	28-Sep-16	VRDE
VAFN 0244, E11	30-Sep-16	VRDE
VAFN 0066	31-Mar-10	VRDE
VAFN 0066	31-Mar-10	VRDE
VAFN 0066, E1	18-Jun-12	VRDE
VAFN 0066, E2	31-Aug-12	VRDE
VAFN 0066, E5	27-Mar-14	VRDE
VAFN 0066, E7	24-Mar-15	VRDE
VAFN 0066, E10	15-Apr-16	VRDE
VAFN 0066, E11	20-Sep-16	VRDE



**ANNEXURE 2**

**BUSINESS IP**

Sr. No.	Base model	Model	VC Number as rolled out from Plant	Body Code	Underlying IP I.e. Copyright, patent, trademark, design	Registration or application number for registration of the underlying IP
1	LPTA 3138	LPTA 3138 8x8 (With Side mounted winch (R&DE(E)))	50241258000R	Not Applicable	design	NA
2	LPTA 3138	LPTA 3138 8x8 - Rear Mounted Winch (PGAD-I), NBC (Bethel) & Heated Mirrors	50241358000R	Not Applicable	design	NA
3	LPTA 3138	LPTA 3138 8x8 - HMV (GS) 8x8 with MHC & Side Mounted Winch	50240458000R	Not Applicable	design	NA
4	SD 1015	SD 1015 TC/36 BSIII (Cab Chassis without Load Body)	20993136000R	Not Applicable	design	NA
5	LPTA 2038	LPTA 2038 - 6x6 Crash Fire tender	50320248000R	Not Applicable	design	NA
6	SA 1212	SA1212/42 CLB BSIV	20978242000R	Not Applicable	design	NA
7	SA 1212	SA1212TC /42 BSIV ERGO W/O LB, 10X20 & DL	20978042000R	Not Applicable	design	NA
8	SA 1212	SA1212/42 Troop Carrier IV	20978142000R	Not Applicable	design	NA
9	SA 1212	SA1212TC/42 BS3 ABS ERGO DL W/O LB	20977742000R	Not Applicable	design	NA
10	SA 1212	SA1212TC/42ERGO 6KL WATER TANKER W/ PUMP	20977742000R	Not Applicable	design	NA
11	LPTA 3138	LPTA 3138 8x8 For flat bed truck	50240253000R	Under User Trials - Body Code (BC) to be allocated	design	Patent no. 5426 for mounting arrangement for heavy engine and transmission assy. for heavy commercial vehicles.
12	LPTA 3138	LPTA 3138 - 8x8 - Smerch Ammunition carrier	50240153000R	Under User Trials - Body Code (BC) to be allocated	design	NA
13	LPTA 4545	LPTA 4545 - 10x10 - Smerch Ammunition carrier with crane	50570187000R	Under User Trials - Body Code (BC) to be allocated	design	Patent no. 3079 published for design of a cross memebr for towing purpose of frame assy.
14	LPTA 2038	LPTA 2038 6x6 (LPTA 2038 6x6 BSIII with MHC & winch)	50320448000R	Not Applicable	design	NA
15	LPTA 2038	LPTA 2038 6x6 GS Role without Crane	50321948000R	Not Applicable	design	NA
16	LPT 1615	Truck Fire Fighter (TFF LPT 1615 / 42 BS III)	27543042000R	Not Applicable	design	NA
17	LPTA 3138	LPTA 3138 - 8x8 - Navy Missile	50241758000R	Not Applicable	design	NA



		Programs				
18	LPTA 3138	LPTA 3138 - 8x8 - Bridging projects - DRDO	50240166000R	Not Applicable	design	NA
19	LPTA 3138	LPTA 3138 8X8 All Wheel Independent Suspension	50241458000R	Not Applicable	design	NA
20	LPTA 1628	LPTA 1628 4X4 RHD BIPOLAR BSIII	50360142000R	Not Applicable	design	NA
21	LPTA 1628	LPTA 1628 4X4 LHD W/O WINCH & CTIS	50360342000L	Not Applicable	design	NA
22	LPTA 1628	LPTA 1628 4X4 LHD BIPOLAR BS III	50360442000L	Not Applicable	design	NA
23	LPTA 1828	LPTA 1828 6X6 RHD BIPOLAR BS-III	50370142000R	Not Applicable	design	NA
24	LPTA 1828	LPTA 1828 6X6 LHD W/O WINCH & CTIS	50370342000L	Not Applicable	design	NA
25	LPTA 1828	LPTA 1828 6X6 LHD FUEL BROWSER VEHICLE	50370442000L	Not Applicable	design	NA
26	LPTA 5252	LPTA 5252 12X12	50450299000R	Not Applicable	design	1) Patent no. 2148 filed : Unique designed resilient mounting brackets and arrangement for heavy duty power packs for HCV application 2) Patent No. 2153 filed : Hyd. Pump mounting arrangement 3) Patent no. 2152 filed: fuel tank mouting arrangement on front suspension 4) Patent no. 2136 published : steering system for automobile
27	LPTA 715	LPTA 715 TC/32 BS4 with L/Body GS 2.5 Ton Tata	21985532000R	Not Applicable	design	NA
28	LPTA 715	LPTA 715 Cab Chassis BS3 4x4 (VFJ supply)	21983232000R	Not Applicable	design	NA
29	LP 715	LATC BSIV without Run flat tyres (J&K)	21985332500R	Not Applicable	design	NA
30	LP 715	Medium Bullet Proof Vehicle - MHA	Base Chassis is LPTA 713	Not Applicable	design	NA
31	LPTA 2038	HMV 6x6 with 6/16 Crane	50321748000R	Not Applicable	design	NA
32	SA 1212	SA 1212 TC/42 4x4 BSIII	20976542000R	BC No. to be allocated	design	NA
33	SD 1015	SD 1015 TC/42 BSIII (Cab Chassis without Load Body with SWIVEL TYPE RTH for BEL)	20993142000R	BC No. to be allocated	design	NA
34	SD 1015	SD 1015 TC/42 BSIII (Cab Chassis without LB with Spring Type	20993042000R	Not Applicable	design	NA



		RTH BEL)				
35	LPTA 713	LPTA 713TC/32, 4x4 Goods CLB, BS III	21984332000R	Not Applicable	design	NA
36	SAK 1212	SAK 1212/32 4.5 Cum Tipper BSIV	20978032000R	Not Applicable	design	NA
37	SAK 1212	SAK 1212/32 BS4 With RTH & W/O LB BSIV	20978132000R	Not Applicable	design	NA
38	LPTA 713	LPTA 713 TC /32 BSIV 24 V CMVR with Load Body	21985832000R	Not Applicable	design	NA
39	LPTA 713	LPTA 713TC /32 BSIV RHD CMVR W/O Load body	21985732000R	Not Applicable	design	NA
40	LPA 713	LPA 713 TC/32 4X4 BSIV without Run Flat	21985332000R	Not Applicable	design	NA
41	LPA 713	LPA 713 TC/32 AC LATC with Run Flat BSIV	21985632000R	Not Applicable	design	NA
42	SAK 1212	4.5 CUM 3WAY TIPPER ON SAK1212	20977032000R	Not Applicable	design	NA
43	SA 1212	SA1212TC/42 BS3 ABS WITH TC L/BODY	20977842000R	Not Applicable	design	NA
44	SAK 1212	TATA SAK1212 4x4 Tipper - Defence, BSIII	20976832000R	Not Applicable	design	NA
45	LPTA 2038	LPTA 2038 6X6 AD Gun Tower	VC to be released	Not Applicable	design	NA
46	SD 1015	SD1015 TC/36 BS3 FATROLE with L/BODY	20993036000R	BC No. to be allocated	design	NA
47	SD 1015	SD 1015 4x4 LHD Truck Refrigerator	20993342000L	Not Applicable	design	NA
48	SD 1015	SD 1015 4x4 LHD Recovery Vehicle	20993342000L	Not Applicable	design	NA
49	SD 1015	SD 1015 4x4 LHD Troop Carrier	20993342000L	Not Applicable	design	NA
50	LPTA 1628	LPTA 1628 4x4 Recovery Van LHD	50360342000L	Not Applicable	design	NA
51	LPTA 1628	LPTA 1628 4x4 Repair Lorry LHD	50360342000L	Not Applicable	design	NA
52	LPTA 1628	LPTA 1628 4x4 Refrigeration truck LHD	50360342000L	Not Applicable	design	NA
53	LPTA 1628	LPTA 1628 4x4 Sewage Tanker LHD	50360342000L	Not Applicable	design	NA
54	LPTA 1628	LPTA 1628 4x4 Troop Carrier RHD	50360142000R	Not Applicable	design	NA
55	LPTA 1628	LPTA 1628 4x4 Troop Carrier LHD	50360342000L	Not Applicable	design	NA
56	LPTA 1628	LPTA 1628 4x4 Water Tanker LHD	50360342000L	Not Applicable	design	NA
57	LPTA 1628	LPTA 1628 4x4 Fuel Tanker LHD	50360442000L	Not Applicable	design	NA
58	LPTA 1828	LPTA 1828 6x6 Tube Tire VG CTIS & Block heater but without winch	50370242000L	Not Applicable	design	
59	LPTA 1828	LPTA 1828 6x6 Tubeless Tire VG CTIS & Block heater & winch	50370142000L	Not Applicable	design	
60	LPTA 1828	LPTA 1828 6X6 RHD BIPOLAR BS-III	50370142000R	Not Applicable	design	
61	LPTA 1828	LPTA 1828 6X6 LHD FUEL BROWSER	50370442000L	Not Applicable	design	



		VEHICLE				
62	LPTA 1828	LPTA 1828 6X6 LHD Recovery vehicle	50370342000L	Not Applicable	design	
63	LPTA 1828	LPTA 1828 6X6 LHD 10 KL Water Tanker	50370342000L	Not Applicable	design	
64	LPTA 1828	LPTA 1828 6X6 LHD Turck Sewage	50370342000L	Not Applicable	design	
65	LPTA 1828	LPTA 1828 6X6 LHD 10 KL Water Cannon	50370342000L	Not Applicable	design	
66	LPTA 715	LPTA 715TC/32 BS4 without L/Body for VFJ	21985432000R	Not Applicable	design	
67	LPTA 715	2.5 ton truck on LPTA 715	21983232000R	Not Applicable	design	
68	LPTA 715	LPTA 715 LHD GS2.5 Ton LHD	21980232000L	Not Applicable	design	
69	LPTA 715	LPTA 715 for RTA	21985132000R	Not Applicable	design	
70	LPTA 715	Truck Utility/ Cargo (under 2.5 to 5 Ton)	21980232000L	Not Applicable	design	
71	LPTA 715	LPTA 715 4x4 GS Troop Carrier	21980232000L	Not Applicable	design	
72	LPTA 1623	LPTA 1623 6X6 ISBE BS III	28022342000R	Not Applicable	design	
73	LPTA 2038	6.5 KI Water Canon on LPTA 2038	50320548000R	Not Applicable	design	
74	LPTA 2038	LPTA 2038 MFU	50320548000R	Not Applicable	design	
75	LPTA 2038	LPTA 2038 FSV	50320648000R	Not Applicable	design	
76	LPTA 2038	LPTA 2038 MSV	50320748000R	Not Applicable	design	
77	LPTA 2038	LPTA 2038 HMV	50320848000R	Not Applicable	design	
78	LPTA 2038	LPTA 2038 CGT (Dom)	50320348000R	Not Applicable	design	
79	LPTA 2038	LPTA 2038 CFT	50320248000R	Not Applicable	design	
80	LPTA 2038	LPTA 2038 Grad BM 21	50320148000R	Not Applicable	design	
81	LPTA 715	715 BS III WITH ATU	21983732000R	Not Applicable	design	
82	LPTA 715	715 TC/32 BS III WITH ATU(SP2500)	21983932000R	Not Applicable	design	
83	SA 1212	3 KL WT- SA 1212 TC/32 BS4 MHA	20978132000R	Not Applicable	design	
84	SA 1212	3 Way Tipper on SA 1212 BS3	Variant of SAK1212	Not Applicable	design	
85	LPTA 3145	LPTA 3145 (MRSAM)	Variant of 3138	Not Applicable	design	
86	LPTA 3138	LPTA 3138 (MRSAM)	Variant of 3138	Not Applicable	design	
87	LBPV	LBPV - MHA	VC to be released	Not Applicable	design	
88	LBPV	Light Bullet Proof Capsule Vehicle	27048024R	Not Applicable	design	
89	512 Army 512	512 Army Ambulance	55240334R (4x2) 55240134R (4x4)	Not Applicable	design	
90	MPV	Mine protected Vehicle (MPV 4x4 BSIII)	55190137000R	Not Applicable	design	1) Patent no. 1359 published for A locking mechanism for door of a vehicle and mechanism of operating thereof. 2) Patent no. 4923 filed for Opening port for inserting an object from a vehicle 3) idea no. 612



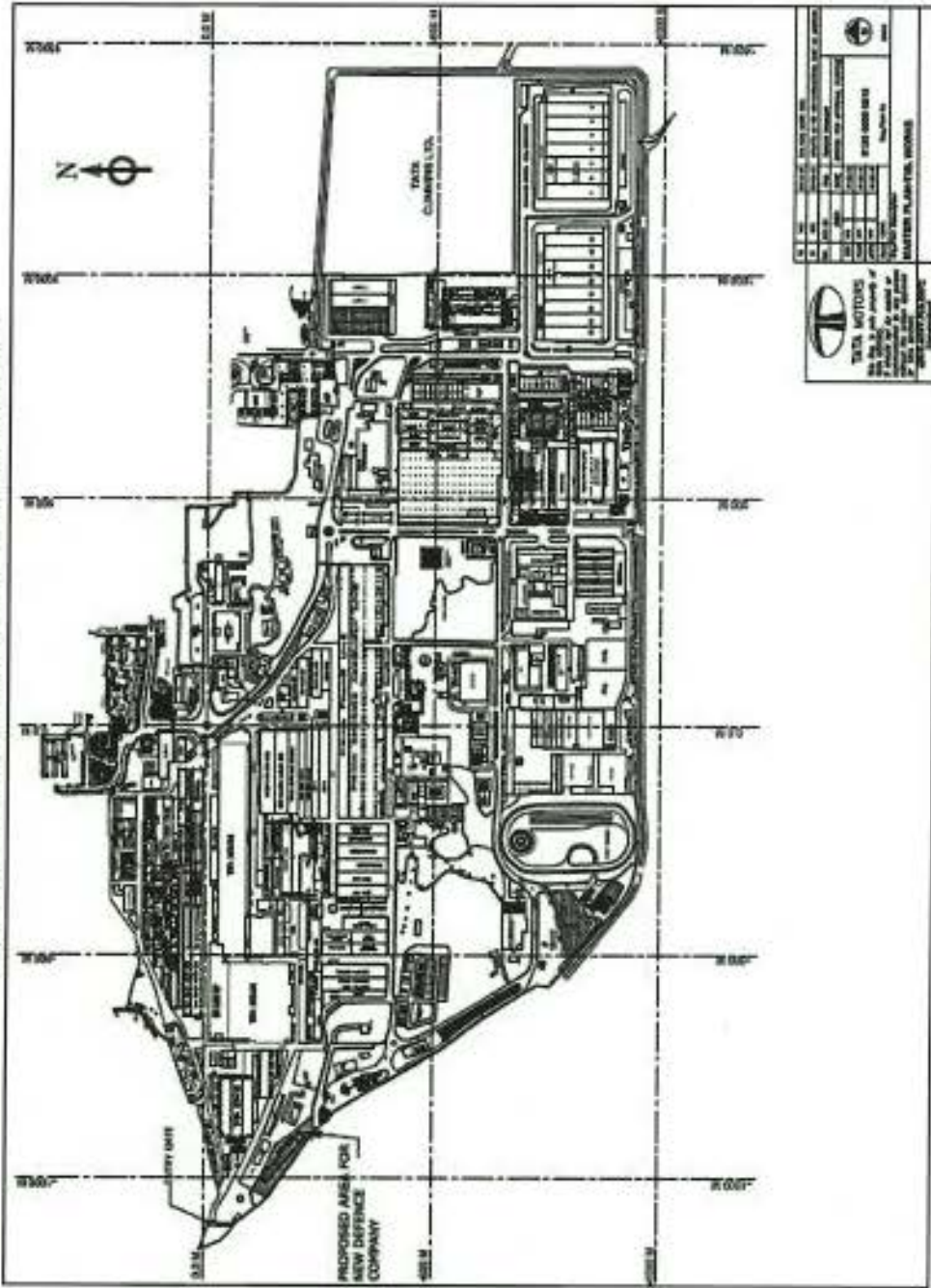


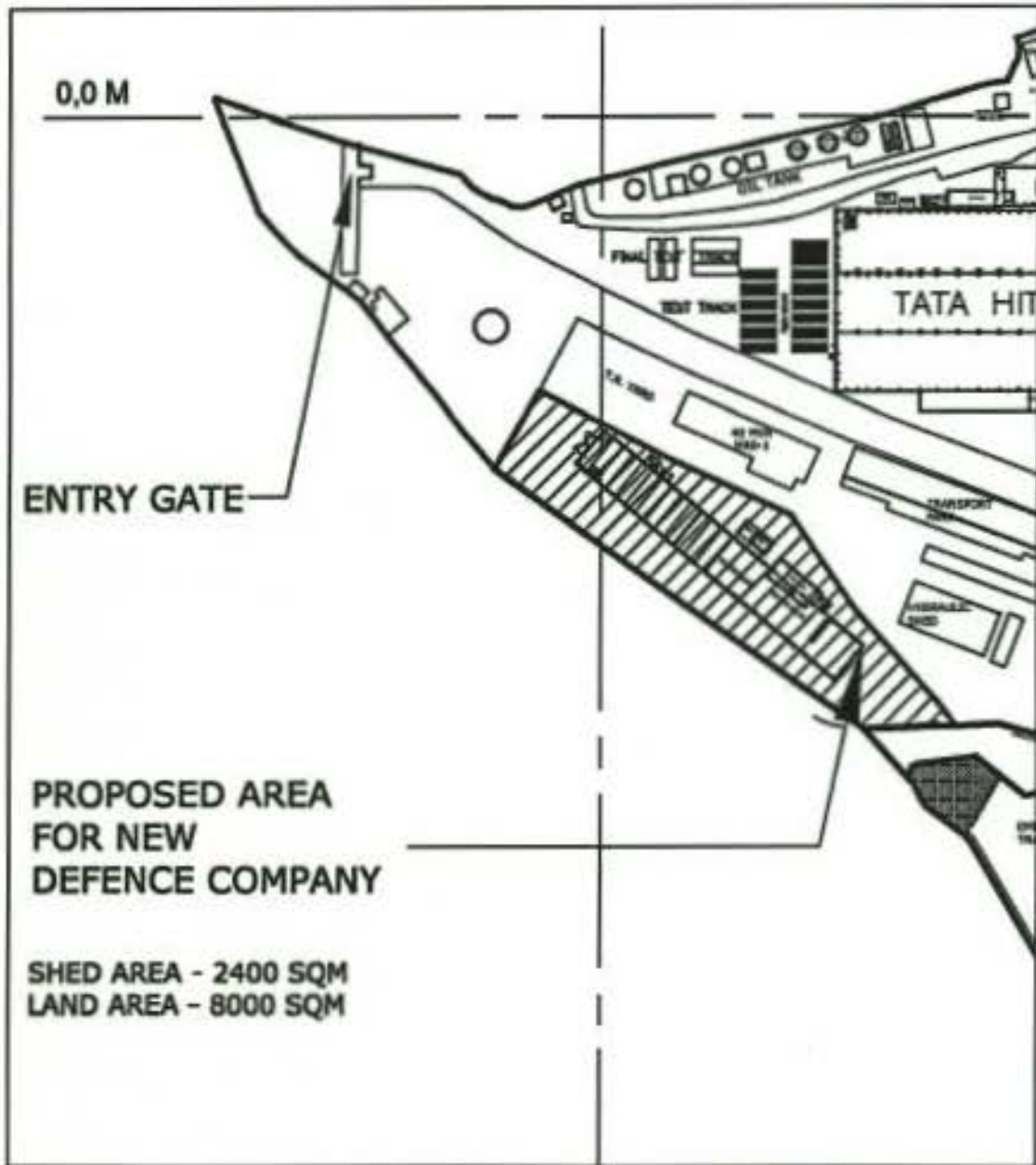
						design registered for Fuel tank of a vehicle
91	WHAP	WhAP	50550351000R	Not Applicable	design	Patent no. 4109 filed for transfer case sealing assy.
92	BMP	BMP2	5065014823L (Kit No.)	Not Applicable	design	
93	MPV	MPV BS3 LHD	55190137000L	Not Applicable	design	
94	MPV	MPV BS4 RHD	VC to be released	Not Applicable	design	
95	MPV	MPV BS4 QR	VC to be released	Not Applicable	design	
96	LBPV	LBPV - MOD	VC to be released	Not Applicable	design	
97	LSUV	LSuV (Merlin)	55350133000R DR1	Not Applicable	design	
98	LAMV	Light Armoured Multi Role Vehicle	55260134000R DR1	Not Applicable	design	1) Idea no. 3615 design protection of exterior looks for LAMV. 2) Idea no. 3620 design protection for interior looks for LAMV
99	LSV	Light Specialist Vehicle - CLB with Soft top canopy	55120128000R	Not Applicable	design	
100	LSV	Light Specialist Vehicle - Cab Chassis	55120131000R	Not Applicable	design	Idea No. 512 design resistered for Llight sepcialist vehicle



ANNEXURE.3

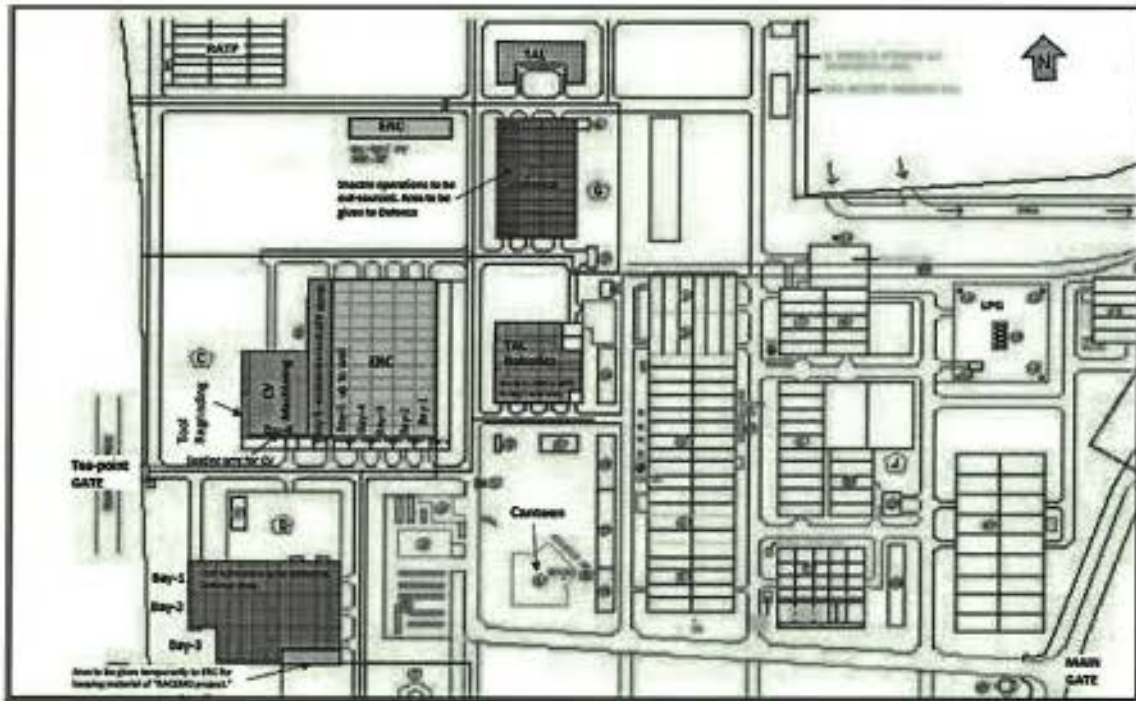
PART A: PLAN FOR THE JAMSHEDPUR PREMISES





ANNEXURE 3

**PART B: PLAN FOR THE CHINCHWAD PREMISES**



**ANNEXURE 4****EMPLOYEES**

Sl No	Emp Number	Name	Current Function
1	159100	Kiran Joshi	Quality
2	153130	Aditya Wakle	Purchase
3	245116	Aniket Rudrappa Mahajan	Purchase
4	663357	Chetan Barde	Purchase
5	666590	Jakkireddy Siddhardha Reddy	Purchase
6	151832	Milind Sudhakar Deshpande	Purchase
7	293583	Subhash Shivaji Thakare	Purchase
8	323466	Bala Subramanyam Gonigunta	Manufacturing
9	666579	Balaji Karavati	Manufacturing
10	129020	Jagadish Appaji Kulkarni	Manufacturing
11	504182	Jha Swapnil	Manufacturing
12	310442	K K Mohapatra	Manufacturing
13	600070	Manoj Vinayak Katrajkar	Manufacturing
14	127177	Moreswar Ramchandra Kulkarni	Manufacturing
15	611140	Prashant Telang	Manufacturing
16	655214	Revan Ashok Shiraskar	Manufacturing
17	323677	Sudipta Mallick	Manufacturing
18	256609	V N Joshi	Manufacturing
19	149646	Vikram Sadanand Dhekane	Manufacturing
20	432574	Animesh Kumar	FBV
21	503399	Devesh Awasthi	FBV
22	602853	Firoj Ansari	FBV
23	323775	Abhisek Bardhan	Engineering
24	323824	Akhil Khullar	Engineering
25	664700	Akhilesh Singh Thakur	Engineering
26	228477	Ashwani Garg	Engineering
27	664899	Charuta Anand Palsodkar	Engineering
28	664873	Dnyanesh Dharma Sonawane	Engineering
29	664820	Ganesh V Kinagi	Engineering
30	654678	Girish Ramesh Rane	Engineering
31	664721	Kamalkishor Devkinandan Zunzunwala	Engineering
32	664569	Mrinmoy Jyoti Bhuyan	Engineering
33	655811	Nilesh Ashok Sonawane	Engineering
34	653117	Nishikant Subhashrao Dhande	Engineering
35	650227	Pankaj Narayandas Agrawal	Engineering
36	654409	Praveen Laad	Engineering
37	664797	Rajendra Kawadu Birkhede	Engineering
38	664651	Rajiv P Patil	Engineering
39	664718	Ramesh Rajaram Sanas	Engineering
40	664682	Sachin Krishnarao Phadtare	Engineering
41	664338	Sai Rajesh Mahapatro	Engineering
42	664722	Umakant R Gayakhe	Engineering
43	655307	Vikram Laxmanrao Yedale	Engineering
44	664692	Vikramsing P Rajput	Engineering
45	508964	Amol Dattatraya Rajarshi	Defence



Sl No	Emp Number	Name	Current Function
46	507897	Gurpreet Singh	Defence
47	503369	S K Dahiya	Defence
48	506559	Diana D Palia	Secretarial
49	246884	Chayan Sen	Project Management
50	323392	Deepak N Hattiangadi	Project Management
51	161699	Ghogle Nitin Narayan	Project Management
52	234534	Nilesh Madanlal Bagmar	Project Management
53	669028	Parag Subhashrao Deore	Project Management
54	132922	Rajendrakumar Arun Borole	Project Management
55	657777	Roshan Batheri	Project Management
56	669098	Roshan Dilip Thakur	Project Management
57	321960	Shakti P Patnaik	Project Management
58	669016	Vikram Vinayak Jere	Project Management
59	128411	Yashwant Anant Joshi	Project Management
60	504487	Kaustubh Gangadhar Gokhale	Project Management
61	503425	Lloyd Fernandes	Finance
62	530394	Pawan Rao	Finance
63	531437	Manveer Singh	Defence
64	530974	V S Noronha	Defence
65	531392	Amit Razdan	Business Development
66	530863	Amlan Sinha	Business Development
67	504337	Arijit Deb	Business Development
68	531380	Arun Singh	Business Development
69	238996	Liladhar Sahebrao Bagul	Business Development
70	504453	P M Sudhir Kumar	Business Development
71	653024	Prajwal Vasisht	Business Development
72	530918	Prashant S Kumar	Business Development
73	251263	Priya Joshi	Business Development
75	507895	Sandeep Saigal	Business Development
76	504253	Singh Pranav Kumar	Business Development
77	530984	Varad Vallabh Kunkolienkar	Business Development
78	506619	Vikas Arora	Business Development
79	506982	Mahesh Shende	Service Tech Support
80	530872	Rohit Sharma	Service Tech Support

*The Parties may modify the above list based on mutual agreement anytime after the Commencement Date but prior to the Effective Date.*



## ANNEXURE 5

### MECHANISM FOR CLOSING DATE ADJUSTMENTS

1. If the Transferee Company decides to exercise its right under Clause (a), it shall provide a written notice of the same to the Transferor Company within 10 (ten) Business Days after the Effective Date.
2. Within 10 (ten) Business Days of the notice provided in Paragraph 1, the Transferee Company shall, or shall procure that its nominated accountant shall, prepare and deliver to the Transferor Company, a draft written notice prepared in accordance with Annexure 5 (the "Adjustment Notice") containing the Transferee Company's calculation of the (i) Design and Development Spend in accordance with Part A of Annexure 10; and (ii) Working Capital in accordance with Part B of Annexure 10.
3. Within 10 (ten) Business Days after receipt of the draft Adjustment Notice, the Transferor Company shall deliver to the Transferee Company, a written response in which the Transferor Company shall either:
  - 3.1 agree in writing with the draft Adjustment Notice; or
  - 3.2 dispute the Adjustment Notice by delivering to the Transferee Company, a written notice (a "Dispute Notice") setting forth reasons for such non-acceptance of the draft Adjustment Notice and specifying the adjustments which in the Transferor Company's opinion should be made to the draft Adjustment Notice.
4. If the Transferor Company serves a Dispute Notice, the Transferee Company and the Transferor Company shall use all reasonable efforts to meet and discuss the objections of the Transferor Company required to be made to the draft Adjustment Notice, within 5 (five) Business Days after receipt of the Dispute Notice by the Transferee Company.
5. If the Transferor Company is satisfied with the draft Adjustment Notice either as originally submitted or after adjustments agreed in writing between the Transferor Company and the Transferee Company, or if the Transferor Company fails to give a valid Dispute Notice within the 10 (ten) Business Day period referred to in Paragraph 3 of this Annexure 5, then the draft Adjustment Notice (incorporating any agreed adjustments) shall constitute the Adjustment Notice for the purposes of this Agreement.
6. If the Transferor Company and the Transferee Company do not reach an agreement within 5 (five) Business Days of receipt by the Transferee Company of a Dispute Notice, then the matters in dispute may be referred on the application jointly by the Transferor Company and the Transferee Company for determination by an independent audit firm (the "Firm"). The Firm shall be requested to make its decision within 15 (fifteen) Business Days (or such later date as the Transferor Company, the Transferee Company and the Firm agree in writing) of confirmation and acknowledgement by the Firm of its appointment.
7. The Firm shall act as an expert (and not as an arbitrator) in making its determination which shall, in the absence of manifest error, be final and binding on the Parties and, without prejudice to any other rights they may respectively have under this Agreement, the Parties expressly waive, to the extent permitted by Applicable Law, any rights of recourse they may otherwise have to challenge it.



8. Each Party shall give such co-operation and assistance to the Firm as it may reasonably require in relation to the matters in dispute.
9. Each Party shall be responsible for its own costs in connection with the preparation, review, agreement or determination of the Adjustment Notice. The fees and expenses of the Firm shall be borne equally between the Transferor Company, on the one hand, and the Transferee Company, on the other hand.
10. When the Adjustment Notice has been agreed or determined in accordance with the preceding paragraphs, then the amounts shown in the Adjustment Notice as the Design and Development Spend and Working Capital shall be final and binding for the purposes of this Agreement.
11. The time periods prescribed under this Annexure 5 may be extended by the mutual agreement of the Parties.





**ANNEXURE 6****MOVABLE ASSETS**

Asset	Cap.date	Asset description
34000038173	11.12.2013	Lifting Tackle For Integrated Power Pack(
34000038174	30.11.2013	Lifting Tackle For Engine & Gear Box
34000038175	27.11.2013	Lifting Tackle For Allison Transfer Case
34000038176	11.12.2013	Lifting Tackle For Engine
34000038212	04.03.2014	Safety Belt for Lifting Hull of WHAP
34000040166	01.04.2014	MASTER TOOL KIT FOR WHAP VEHICLE AT MPV
34000043099	16.01.2017	TROLLEY TYPE TRANSMISSION JACK
34000043100	20.01.2017	LIFTING TACKLE
22000004346	25.03.2012	ADD COST Alignment of APD shop -Constr sc
22000004348	31.01.2012	C'wad-Civil-str-Office-MPV Project-APD S
30000007212	01.04.2015	Electrical work for Highbay lighting
30000007213	01.04.2015	CPED Electrical Work for Store
30000007341	01.04.2016	Alignment of APD shop -CPED scope
32000014219	25.01.2012	Plasma Cutting machine for MPV vehicles
32000014220	25.01.2012	Plasma Cutting machine for MPV vehicles
32000014222	15.01.2012	Co2 welding machine for MPV
32000014554	01.04.2013	Auto Welding Machine For MPV HULL
34000030238	13.03.2011	VOLTAS Forklift Truck MH14CM89
34000030626	12.10.2010	2T Battery operated Platform truck
34000030627	12.10.2010	2T Battery operated Platform truck
34000030631	15.03.2011	Storage Racks & Trolley
34000030632	15.03.2011	AC Charging Machine
34000030951	15.02.2011	2 Ton Underslung Crane for MPV Engine
34000030953	15.02.2011	2 Ton Underslung Crane for MPV Engine
34000030954	14.03.2011	Fitment Trolleys
34000030956	15.02.2011	Lifting tackles for MPV engine assembly
34000030957	15.02.2011	Lifting tackles for MPV engine assembly
34000030972	24.12.2010	Lifting Tackles for Frame
34000030973	24.12.2010	Lifting Tackles for Frame
34000031893	29.04.2011	Lifting tackles for G750 GB assy for MPV
34000031894	29.04.2011	Pallet for assy transfer case G750
34000031895	29.04.2011	Transportation trolley for G750 GB assy
34000031896	28.04.2011	Gear Box Oil Filling Equipment
34000032031	01.04.2011	CO2 Welding Machine
34000032032	01.04.2011	2.5T Hydraulic Hand Pallet Truck
34000032033	01.04.2011	Smoke Meter for MPV
34000032034	01.04.2011	No. Punching Machine
34000032178	01.04.2011	750MM Air Circulator At APD
34000033598	07.02.2012	10 TON Mobile Column lift RAV 270L
34000033670	10.01.2012	Koike weld handy multi model
34000033690	30.09.2011	Turn table for MPV
34000033691	15.01.2012	Assembly stand for MPV frame



Asset	Cap.date	Asset description
34000033814	01.04.2011	FIFO Racks for Material Storage Type B
34000035852	09.01.2013	Head Lamp beam aligner for MPV Chwd Pune
34000035853	09.01.2013	Head Lamp beam aligner for MPV Chwd Pune
34000036483	01.04.2012	Lifting tackles for G750 transfer case
34000036484	01.04.2012	Lifting Tackle for G750 Gear Box for MPV
34000036538	01.04.2012	AC Checking Instruments for MPV Project
34000036889	01.04.2012	TOOLTROLLEY AND ASSORTMENT42200001SALTUS
34000036890	11.05.2012	Master Tool Kit for MPV Chinchwad
34000036895	01.04.2012	Scissor Lift and carry arrangement
34000036899	01.04.2012	WELDING MANIPULATOR FOR MPV PROJECT
34000037072	14.08.2012	Pallets for Mine Protected Vehicle Engin
34000037134	01.04.2012	TORQUE WRENCH 60-300Nm DC-4A-SALTUS
34000037139	01.04.2013	Oil Filling Equipment for MPV
34000042718	01.04.2016	STR-2 TONNE CRANE STR-APD-BAY-3,C'
39000021223	09.01.2011	Tooling for MPV D/Board, GRH, GRT
39000023734	18.03.2012	Tooling for Assy.ARB Bushes
39000024139	11.04.2012	Tooling for HVAC System
39000024143	13.04.2012	Tooling for assy.carpet floor
39000031457	01.04.2014	PUNCHING TEMPLATES FOR LONG MEMBER
60000000434	01.04.2014	PUNCHING TEMPLATE-LONG MBR rh
60000000435	01.04.2014	MOD OF PUNCHING TEMP-LONG MBR RH
60000000436	01.04.2014	PUNCHING TEMPLATE FLANGE LONG MEMBER R
60000000784	01.04.2014	PUNCHING TEMPLATE
60000000785	01.04.2014	PUNCHING TEMPLATE
60000000786	01.04.2014	PUNCHING TEMPLATE
60000000787	01.04.2014	PUNCHING TEMPLATE
60000000788	01.04.2014	PUNCHING TEMPLATE
60000000789	01.04.2014	PUNCHING TEMPLATE
60000000790	01.04.2014	PUNCHING TEMPLATE
60000000791	01.04.2014	PUNCHING TEMPLATE
60000000792	01.04.2014	PUNCHING TEMPLATE
60000000793	01.04.2014	PUNCHING TEMPLATE
60000000794	01.04.2014	PUNCHING TEMPLATE
60000000795	01.04.2014	PUNCHING TEMPLATE
60000000796	01.04.2014	PUNCHING TEMPLATE
60000000797	01.04.2014	PUNCHING TEMPLATE
60000000798	01.04.2014	PUNCHING TEMPLATE
60000000799	01.04.2014	PUNCHING TEMPLATE
62000011976	14.03.2011	Furniture items for MPV Chinchwad
62000012576	01.04.2011	Sofas Single seater for MPV Chinchwad
62000012577	01.04.2011	Sofas Tripple seater for MPV Chinchwad
62000012578	01.04.2011	Coffee Table Model Alice for MPV Chinch
62000012579	01.04.2011	Chair Model Kareena for MPV Chinchwad



**ANNEXURE 7**

1. 512 Army Ambulance
2. Light Specialist Vehicle
3. Tata Merlin- LsuV
4. Light Armoured Multi Role Vehicle
5. Light Bullet Proof Capsule Vehicle (Bentler)
6. Mine Protected Vehicle
7. WhAP
8. BMP2
9. Light Bullet Proof Vehicle
10. T90 Tank (both Active Protection System and Auxilary Power Unit)
11. Light Strike Vehicle



**ANNEXURE 8**

**PART A**

1. 512 Army Ambulance
2. Light Specialist Vehicle
3. Tata Merlin- LsuV
4. Light Armoured Multi Role Vehicle
5. Light Bullet Proof Capsule Vehicle (Bentler)
6. Light Strike Vehicle

**PART B**

1. Mine Protected
2. WhAP
3. BMP2
4. Light Bullet Proof Vehicle
5. T90 Tank (both Active Protection System and Auxiliary Power Unit)



**ANNEXURE 9**

**LIABILITIES**

	INR (Cr₹)
Employee Related Liabilities	2.68
Current Liabilities	68.37



**ANNEXURE 10**

**PART A: FORMAT FOR THE CALCULATION OF THE DECLARED DESIGN AND DEVELOPMENT SPEND AND THE VERIFIED DESIGNS AND DEVELOPMENT SPEND**

Sl No	Project Name	Amount ( Rs Crs)
1	[Project 1]	
2	[Project 2]	
3	[Project 3]	
	<b>Total Design &amp; Development Spend</b>	
Less:	Long term Liabilities as on Effective Date	
	<b>Net Amount payable towards Design &amp; Development Spend</b>	

**PART B: FORMAT FOR THE CALCULATION OF THE DECLARED CLOSING WORKING CAPITAL AND THE VERIFIED CLOSING WORKING CAPITAL**

Particulars	As on Dec 31, 2017 (In INR Crores)	As of the Effective Date
<b>Current Assets</b>	<b>323.91</b>	
Inventories	99.45	
Trade Receivables	224.16	
Loans and other financial assets	0.04	
Other current assets	0.25	
Cash and cash equivalents	0	
<b>Current Liabilities</b>	<b>68.37</b>	
Trade payables	0	
Other financial liabilities	68.37	
Provisions	0	
<b>Working Capital</b>	<b>255.54</b>	
Less: Trade Receivables	(224.16)	
<b>Working Capital to be adjusted</b>	<b>31.37</b>	



**ANNEXURE 11**

**CURRENT ASSETS**

Particulars	As on Dec 31, 2017 (In INR Crores)
Inventories	99.45
Trade Receivables	224.16
Loans and other financial assets	0.04
Other current assets	0.25
<b>Current Assets</b>	<b>323.91</b>



**ANNEXURE 12**

**PRODUCTS PERTAINING TO THE DEFENSE UNDERTAKING**

**PART A**

Sr. No.	Base model	Model
1	Winger	ARCTIC_WHITE-WINGER 32FR DLX AC 13+DBS4 - Dove Grey for Air Force
2	Xenon CC	DK NEPT BLUE-TATA XENON CC 4X2 4SPCR BS4
3	Xenon CC	QUARTZ_BLACK-TATA XENON CC 4X2 4SPCR BS4
4	Xenon CC	DOVE_GREY-TATA XENON CC 4X2 4SPCR BS4
5	Xenon DC	OLIVE_GREEN-XEN DC 2.2L BS-IV 4X4 A.BAG
6	Xenon DC	STONE_GREY-XEN DC 2.2L BS-IV 4X4 A.BAG N
7	Xenon DC	QUARTZ_BLACK-XEN DC 2.2L BS-IV 4X4 A.BAG
8	TATA 1613	TATA LPT1613 Cowl Chassis - Police, 4x2, BSIV
9	LP 1512	LP 1512 TC/52 BS-IV ABS
10	LPO 1823	65SHB 3X2 1JKP NAC BUS ON LPO1823TC/62 with SLD and ABS
11	LPO918	BUS BODY 1JKP W/O SEAT LPO918TC/42 ADD ABS+SLD
12	LPT 1613	LPT 1613/42 CLB BSIV
13	LPK 2518	LPK 2518 CAB NA 14CUM BX SRT 10X20 NT
14	LP 1613	44S Star bus LP 1613/52 BSIV
15	LP 1613	42S_RLB_PHR_DD Bus on LP1613/52 BSIV
16	LP 1613	42SDFbus LP1613/52 RLB,PHR,WM & DD BSIV
17	LP 1613	44 seater bus WM PHR RLB LP 1613/52 BSIV
18	SE 1613	9KL WATER TANKER W/O PUMP ON SE 1613-CR-BS-IV 42WB CAB DAC
19	SE 1613	9KL WATER TANKER ON SE1613-CR-BS-IV 42WB CAB DAC
20	LPT 1109	7CUM GARBAGE COMPACTOR ON LPT1109/42 HEX2 CR CAB BS4
21	LPT 1109	7 cum compactor (Auto) LPT 1109/42 HEX2 CR CAB BS4
22	LPT 709	PRISON VAN ON LPT709/38 BSIV
23	LPT 709	PRISONER VAN ON LPT 709/38 BS-IV
24	LPT 709	Vajra on LPT 709/38 BSIV
25	LPT 709	3KL Water Tanker w/o Pump LPT709/38 BSIV
26	LP 712	32S BUS PH ON LP712/42 BSIV
27	LP 712	32 Str Bus on LP712/42 WM,RLB & PHR BSIV
28	LPT 1613	DROP SIDE LOAD BODY ON LPT1613/42 OBDII
29	LP 410	24 Str Bus WM PHR RLB LP410/34 BSIV
30	LP 410	24 Str Bus PHR RLB LP410/34 BSIV
31	SK 1613	8CuM BoxTipper on SK 1613/36 6 BT Eng
32	SK 1613	6.5 cum FE BOX TIPP SK1613/36 BSIV
33	SE 1613	SE 1613 CAB 42WB NA 109RR 10X20 TROOP CA
34	LPT 1109	6KL WATER TANKER ON LPT1109/36 BSIV HEX2 CR CAB
35	LPK 1613	LPK1613 TCAB 36WB NA 8.5CUM 109RX 10X20
36	LPK 1613	8.5 CUM FE BOX TIPP LPK1613/36 BS4
37	LP 712	Prison Van on LP712/38 BSIV
38	LPT 709	LPT709EX BSIV/38WB WITH CANOPY SUPERSTR
39	SFC 407	Prison Van with rear door_SFC407/31 BSIV
40	LP 410	4-STRETCHER AMBULANCE LP 410 EX
41	LPO 1512	TATA 53 Str Police Bus on LPO1512/55 BS4





Sr. No.	Base model	Model
42	LPT 2518	WATER CANNON 12KL ON LPT2518 BS4
43	SFC 407	Troop carrier SFC 407 CNG/31 BSIV
44	SFC 407	SFC407EX/31WB 4X2 4SPCR BS-IV SSC CAB
45	LPT 1613	FSD LOADBODY ON LPT1613/42 ABS
46	SE 1613	9KL WATER TANKER WITH PUMPSE1613/42 ERGO
47	LP 712	BDDS on LP712/34BSIII
48	207	MINI VAJRA V2 ON 207DI BSIV
49	SFC 407	SFC407 4X4/31 BSIV,CAB WITH SSC
50	Sumo	Sumo BS3 Army Ambulance
51	LPO 1512	Long Chassis JSQR Bus (LPO 1512 TC/55 BSIII)
52	Armoured Safari	Safari Armoured
53	Xenon DC	BSF GREEN-XEN DC 2.2L BS-IV 4X4 A.BAG NI
54	Safari Storme	Storme GS 800 – OG matt 220
55	Safari Storme	Storme GS 800 – Porcelain white
56	Safari Storme	GS800 Soft Top
57	Xenon CC	Xenon 4x4 2.2L CC Soft Top Troop carrier (GS 800 Military Command Vehicle)
58	Xenon SC	XENON 2.2L EII SC ABS GS800 Myanmar
59	Xenon SC	XENON 2.2L EII SC ABS GS800 Myanmar
60	Xenon CC	Xenon 4x4 2.2L CC Soft Top Troop carrier (GS 800 Military Command Vehicle) - De-content

#### PART B

Sr. No.	Base model	Model
1	LPTA 3138	LPTA 3138 8x8 (With Side mounted winch (R&DE(E)))
2	LPTA 3138	LPTA 3138 8x8 - Rear Mounted Winch (PGAD-I), NBC (Bethel) & Heated Mirrors
3	LPTA 3138	LPTA 3138 8x8 - HMV (GS) 8x8 with MHC & Side Mounted Winch
4	SD 1015	SD 1015 TC/36 BSIII (Cab Chassis without Load Body)
5	LPTA 2038	LPTA 2038 - 6x6 Crash Fire tender
6	SA 1212	SA1212/42 CLB BSIV
7	SA 1212	SA1212TC /42 BSIV ERGO W/O LB, 10X20 & DL
8	SA 1212	SA1212/42 Troop Carrier IV
9	SA 1212	SA1212TC/42 BS3 ABS ERGO DL W/O LB
10	SA 1212	SA1212TC/42ERGO 6KL WATER TANKER W/ PUMP
11	LPTA 3138	LPTA 3138 8x8 For flat bed truck
12	LPTA 3138	LPTA 3138 - 8x8 -Smerch Ammunition carrier
13	LPTA 4545	LPTA 4545 - 10x10 -Smerch Ammunition carrier with crane
14	LPTA 2038	LPTA 2038 6x6 (LPTA 2038 6x6 BSIII with MHC & winch)
15	LPTA 2038	LPTA 2038 6x6 GS Role without Crane
16	LPT 1615	Truck Fire Fighter (TFF LPT 1615 / 42 BS III)
17	LPTA 3138	LPTA 3138 - 8x8 - Navy Missile Programs



Sr. No.	Base model	Model
18	LPTA 3138	LPTA 3138 - 8x8 - Bridging projects - DRDO
19	LPTA 3138	LPTA 3138 8X8 All Wheel Independent Suspension
20	LPTA 1628	LPTA 1628 4X4 RHD BIPOLAR BSIII
21	LPTA 1628	LPTA 1628 4X4 LHD W/O WINCH & CTIS
22	LPTA 1628	LPTA 1628 4X4 LHD BIPOLAR BS III
23	LPTA 1828	LPTA 1828 6X6 RHD BIPOLAR BS-III
24	LPTA 1828	LPTA 1828 6X6 LHD W/O WINCH & CTIS
25	LPTA 1828	LPTA 1828 6X6 LHD FUEL BROWSER VEHICLE
26	LPTA 5252	LPTA 5252 12X12
27	LPTA 715	LPTA 715 TC/32 BS4 with L/Body GS 2.5 Ton Tata
28	LPTA 715	LPTA 715 Cab Chassis BS3 4x4 (VFJ supply)
29	LP 715	LATC BSIV without Run flat tyres (J&K)
30	LP 715	Medium Bullet Proof Vehicle - MHA
31	LPTA 2038	HMV 6x6 with 6/16 Crane
32	SA 1212	SA 1212 TC/42 4x4 BSIII
33	SD 1015	SD 1015 TC/42 BSIII (Cab Chassis without Load Body with SWIVEL TYPE RTH for BEL)
34	SD 1015	SD 1015 TC/42 BSIII (Cab Chassis without LB with Spring Type RTH BEL)
35	LPTA 713	LPTA 713TC/32, 4x4 Goods CLB, BS III
36	SAK 1212	SAK 1212/32 4.5 Cum Tipper BSIV
37	SAK 1212	SAK 1212/32 BS4 With RTH & W/O LB BSIV
38	LPTA 713	LPTA 713 TC /32 BSIV 24 V CMVR with Load Body
39	LPTA 713	LPTA 713TC /32 BSIV RHD CMVR W/O Load body
40	LPA 713	LPA 713 TC/32 4X4 BSIV without Run Flat
41	LPA 713	LPA 713 TC/32 AC LATC with Run Flat BSIV
42	SAK 1212	4.5 CUM 3WAY TIPPER ON SAK1212
43	SA 1212	SA1212TC/42 BS3 ABS WITH TC L/BODY
44	SAK 1212	TATA SAK1212 4x4 Tipper - Defence, BSIII
45	LPTA 2038	LPTA 2038 6X6 AD Gun Tower
46	SD 1015	SD1015 TC/36 BS3 FATROLE with L/BODY
47	SD 1015	SD 1015 4x4 LHD Truck Refrigerator
48	SD 1015	SD 1015 4x4 LHD Recovery Vehicle
49	SD 1015	SD 1015 4x4 LHD Troop Carrier
50	LPTA 1628	LPTA 1628 4x4 Recovery Van LHD
51	LPTA 1628	LPTA 1628 4x4 Repair Lorry LHD
52	LPTA 1628	LPTA 1628 4x4 Refrigeration truck LHD
53	LPTA 1628	LPTA 1628 4x4 Sewage Tanker LHD
54	LPTA 1628	LPTA 1628 4x4 Troop Carrier RHD
55	LPTA 1628	LPTA 1628 4x4 Troop Carrier LHD
56	LPTA 1628	LPTA 1628 4x4 Water Tanker LHD
57	LPTA 1628	LPTA 1628 4x4 Fuel Tanker LHD
58	LPTA 1828	LPTA 1828 6x6 Tube Tire VG CTIS & Block heater but without winch
59	LPTA 1828	LPTA 1828 6x6 Tubeless Tire VG CTIS & Block heater & winch
60	LPTA 1828	LPTA 1828 6X6 RHD BIPOLAR BS-III
61	LPTA 1828	LPTA 1828 6X6 LHD FUEL BROWSER VEHICLE
62	LPTA 1828	LPTA 1828 6X6 LHD Recovery vehicle
63	LPTA 1828	LPTA 1828 6X6 LHD 10 KL Water Tanker
64	LPTA 1828	LPTA 1828 6X6 LHD Turek Sewage
65	LPTA 1828	LPTA 1828 6X6 LHD 10 KL Water Cannon



Sr. No.	Base model	Model
66	LPTA 715	LPTA 715TC/32 BS4 without L/Body for VFJ
67	LPTA 715	2.5 ton truck on LPTA 715
68	LPTA 715	LPTA 715 LHD GS2.5 Ton LHD
69	LPTA 715	LPTA 715 for RTA
70	LPTA 715	Truck Utility/ Cargo (under 2.5 to 5 Ton)
71	LPTA 715	LPTA 715 4x4 GS Troop Carrier
72	LPTA 1623	LPTA 1623 6X6 ISBE BS III
73	LPTA 2038	6.5 Kl Water Canon on LPTA 2038
74	LPTA 2038	LPTA 2038 MFU
75	LPTA 2038	LPTA 2038 FSV
76	LPTA 2038	LPTA 2038 MSV
77	LPTA 2038	LPTA 2038 H MV
78	LPTA 2038	LPTA 2038 CGT (Dom)
79	LPTA 2038	LPTA 2038 CFT
80	LPTA 2038	LPTA 2038 Grad BM 21
81	LPTA 715	715 BS III WITH ATU
82	LPTA 715	715 TC/32 BS III WITH ATU(SP2500)
83	SA 1212	3 KL WT- SA 1212 TC/32 BS4 MHA
84	SA 1212	3 Way Tipper on SA 1212 BS3
85	LPTA 3145	LPTA 3145 (MRSAM)
86	LPTA 3138	LPTA 3138 (MRSAM)
87	LBPV	LBPV – MHA
88	LBPV	Light Bullet Proof Capsule Vehicle
89	512 Army 512	512 Army Ambulance
90	MPV	Mine protected Vehicle (MPV 4x4 BSIII)
91	WHAP	WhAP
92	BMP	BMP2
93	MPV	MPV BS3 LHD
94	MPV	MPV BS4 RHD
95	MPV	MPV BS4 QR
96	LBPV	LBPV – MOD
97	LSUV	LSuV (Merlin)
98	LAMV	Light Armoured Multi Role Vehicle
99	LSV	Light Specialist Vehicle - CLB with Soft top canopy
100	LSV	Light Specialist Vehicle - Cab Chassis



**ANNEXURE 13**

**GUARANTEES PERTAINING TO THE DEFENSE UNDERTAKING**

**PART A**

Sl No	Bank	BG No	BG Dtd	BG Amount	Exp Dtd	SO NO	SO Dtd
1	ICICI Bank	0393BGR0093617	19-Oct-16	78,895.00	31-Aug-18	24136/TE-237/SO-24/TPC	
2	ICICI Bank	0393BGR0093717	19-Oct-16	61,005.00	31-Aug-18	24136/TE-242/SO-20/TPC	
3	ICICI Bank	0393BGR0094917	20-Oct-16	252,583.00	31-Jan-18	24136/TE-411/SO-35/TPC	
4	ICICI Bank	0393BGR009451	20-Oct-16	176,109.00	31-Aug-18	24136/TE-415/SO-28/TPC	
5	ICICI Bank	0393BGR0094717	20-Oct-16	277,475.00	31-Jan-18	24136/TE-392/SO-33/TPC	
6	ICICI Bank	0393BGR0094817	20-Oct-16	90,297.00	31-Aug-18	24136/TE-380/SO-29/TPC	
7	ICICI Bank	0393BGR0094617	20-Oct-16	57,684.00	31-Aug-18	24136/TE-385/SO-26/TPC	
8	ICICI Bank	0393BGR0097617	24-Oct-16	52,462.00	31-Mar-18	24136/TE-478/SO-50/TPC	
9	ICICI Bank	0393BGR0097817	24-Oct-16	90,421.00	31-Mar-18	24136/TE-463/SO-47/TPC	
10	ICICI Bank	0393BGR0097317	24-Oct-16	165,856.00	31-Mar-18	24136/TE-471/SO-63/TPC	
11	ICICI Bank	0393BGR0097717	24-Oct-16	232,819.00	31-Mar-18	24136/TE-485/SO-49/TPC	
12	ICICI Bank	0393BGR0098017	24-Oct-16	190,471.00	30-Apr-18	24136/TE-509/SO-85/TPC	
13	ICICI Bank	0393BGR0097917	24-Oct-16	874,650.00	30-Apr-18	24136/TE-388/SO-65/TPC	
14	ICICI Bank	0393BGR0097417	24-Oct-16	150,104.00	31-Mar-18	24136/TE-381/SO-64/TPC	
15	ICICI Bank	0393BGR0142517	8-Feb-17	257,632.00	30-Apr-18	24136/TE-503/SO-94/TPC	27-07-2016
16	ICICI Bank	0393BGR0142317	8-Feb-17	524,346.00	30-Apr-18	24136/TE-510/SO-96/TPC	27-08-2016
17	ICICI Bank	0393BGR0147417	14-Feb-17	551,406.00	16-Sep-19	40011/TPC/OS/CV/TE/A/12613/TATA SUMO (AMB)/2016-17/14	27-07-2016
18	ICICI Bank	0393BGR0147617	14-Feb-17	6,378,750.00	7-Jan-20	40011/TPC/OS/CV/TE/12602/TATA/2.5 TON/EURO/2016-17/31	11/09/2016
19	ICICI Bank	0393BGR0147517	14-Feb-17	945,750.00	6-Jul-19	A/12613TATA SUMO BCM JAMMER/TPC/2016-17/33	11/09/2016
20	ICICI Bank	0393BGR0146217	14-Feb-17	380,553.00	30-Mar-19	PBTE0080/EMM	24-11-2016
21	ICICI Bank	0393BGR0146317	14-Feb-17	469,349.00	30-Jun-18	PATE0120/EMM	26-02-2016
22	ICICI Bank	0393BGR0003017	18-Feb-17	201,160.00	31-Dec-18	24136/TE-389/SO-55/TPC	21-03-2016
23	ICICI Bank	0393BGR0023317	18-Feb-17	36,118.00	31-Dec-18	24136/TE-383/SO-57/TPC	21-03-2016
24	ICICI Bank	0393BGR0021417	18-Feb-17	98,519.00	31-Aug-18	24136/TE-434/SO-09/TPC	26-04-2016
25	ICICI Bank	0393BGR0021117	18-Feb-17	130,256.00	31-Aug-18	24136/TE-439/SO-10/TPC	26-04-2016
26	ICICI Bank	0393BGR0021217	18-Feb-17	57,715.00	31-Aug-18	24136/TE-445/SO-11/TPC	26-04-2016
27	ICICI Bank	0393BGR0142217	18-Feb-17	20,228.00	30-Apr-18	24136/TE-217/LV7/TMB/SO-235/LP/2016-17	30-09-2016
28	ICICI Bank	0393BGR0156617	4-Mar-17	90,400.00	1-Aug-18	MS/Store/Tata/Spare Parts/2016-17	17-03-2016
29	ICICI Bank	0393BGR0097217	24-Oct-16	112,877.00	31-Mar-18	24136/TE-455/SO-43/TPC	7/08/2016
30	ICICI Bank	0393BGR0095217	24-Oct-16	55,175.00	31-Mar-18	24136/TE-406/SO-38/TPC	7/08/2016
31	ICICI Bank	0393BGR0096917	24-Oct-16	61,553.00	31-Mar-18	24136/TE-413/SO-58/TPC	20-07-2016
32	ICICI Bank	0393BGR0097517	24-Oct-16	68,403.00	31-Mar-18	24136/TE-456/SO-62/TPC	20-07-2016
33	ICICI Bank	0393BGR0143317	8-Feb-17	129,455.00	30-Jun-18	24136/TE-446/SO-138/TPC	10/10/2016
34	ICICI Bank	0393BGR0142417	8-Feb-17	65,823.00	31-May-18	24136/TE-422/SO-103/TPC	17-09-2016
35	ICICI Bank	0393BGR0142917	10-Feb-17	220,752.00	30-Jun-18	24136/TE-525/SO-117/TPC	10/07/2016
36	ICICI Bank	0393BGR0161017	15-Mar-17	241,016.00	31-Mar-19	PATE0120/EMM	26-02-2016
37	ICICI Bank	0393BGR0146317	16-Mar-17	469,349.00	31-Mar-19	PATE0120/EMM	26-02-2016
38	ICICI Bank	0393BGR0143517	10-Feb-17	390,669.00	30-Jun-18	24136/TE-405/SO-122/TPC	10/08/2016
39	ICICI Bank	0393BGR0142117	8-Feb-17	207,091.00	30-Jun-18	24136/TE-524/SO-110/TPC	10/06/2016
40	ICICI Bank	0393BGR0142817	10-Feb-17	119,881.00	30-Jun-18	24136/TE-540/SO-118/TPC	10/07/2016
41	ICICI Bank	0393BGR0143117	10-Feb-17	57,376.00	30-Jun-18	24136/TE-517/SO-111/TPC	10/06/2016
42	ICICI Bank	0393BGR0143217	8-Feb-17	60,397.00	30-Jun-18	24136/TE-516/SO-126/TPC	10/08/2016
43	ICICI Bank	0393BGR0142717	8-Feb-17	67,131.00	30-Jun-18	24136/TE-542/SO-119/TPC	10/08/2016
44	ICICI Bank	0393BGR0143017	10-Feb-17	145,349.00	30-Jun-18	24136/TE-515/SO-112/TPC	10/06/2016
45	ICICI Bank	0393BGR0160417	14-Mar-17	375,794.00	31-Jan-18	24136/TE-411/SO-35/TPC	16-05-2016
46	ICICI Bank	0393BGR0147317	14-Mar-17	405,009.00	31-Aug-18	24136/TE-494/SO-154/TPC	23-11-2016
47	ICICI Bank	0393BGR0146717	14-Mar-17	98,792.00	31-Aug-18	24136/TE-523/SO-153/TPC	23-11-2016
48	ICICI Bank	0393BGR0147117	14-Mar-17	79,820.00	31-Aug-18	24136/TE-460/SO-156/TPC	24-11-2016
49	ICICI Bank	0393BGR00028717	10-Feb-17	466,000.00	30-Jun-18	24136/TE-495/SO-145/TPC	28-10-2016
50	ICICI Bank	0393BGR0003118	11-Apr-17	1,622,280.00	9-Jun-18	54291/CAT 'A' /PR/TATA CUMMINS ENG 6BT/C-1251, C-1259 & C-1260/SO-1376/DGBR/E4 Inv Ind	13-10-2016
51	ICICI Bank	0393BGR0095117	20-Oct-16	176,807.00	31-Mar-18	24136/TE-423/SO-39/TPC	7/08/2016
52	ICICI Bank	0393BGR0097117	24-Oct-16	43,412.00	31-Mar-18	24136/TE-424/SO-40/TPC	7/08/2016
53	ICICI Bank	0393BGR0097017	24-Oct-16	64,980.00	31-Mar-18	24136/TE-479/SO-51/TPC	18-07-2016



Sl No	Bank	BG No	BG Dtd	BG Amount	Exp Dtd	SO NO	SO Dtd
54	ICICI Bank	0393BGR0096817	24-Oct-16	136,493.00	31-Mar-18	24136/TE-459/SO-53/TPC	20-07-2016
55	ICICI Bank	0393BGR0096717	24-Oct-16	97,209.00	31-Mar-18	24136/TE-462/SO-57/TPC	20-07-2016
56	ICICI Bank	0393BGR0147217	14-Feb-17	101,908.00	31-Aug-18	24136/TE-421/SO-155/TPC	24-11-2016
57	ICICI Bank	0393BGR0147017	14-Feb-17	127,804.00	31-Aug-18	24136/TE-560/SO-157/TPC	24-11-2016
58	ICICI Bank	0393BGR0146417	14-Feb-17	180,841.00	31-Aug-18	24136/TE-497/SO-166/TPC	19-12-2016
59	ICICI Bank	0393BGR0146517	14-Feb-17	188,892.00	31-Aug-18	24136/TE-464/SO-164/TPC	30-11-2016
60	ICICI Bank	0393BGR0146617	14-Feb-17	95,940.00	31-Aug-18	24136/TE-416/SO-162/TPC	30-11-2016
61	ICICI Bank	0393BGR0146917	14-Feb-17	109,749.00	31-Aug-18	24136/TE-566/SO-158/TPC	24-11-2016
62	ICICI Bank	0393BGR0143417	10-Feb-17	131,593.00	30-Jun-18	24136/TE-549/SO-125/TPC	10/08/2016
63	ICICI Bank	0393BGR0027718	9-Jun-17	788,400.00	20-Mar-20	40011/TPC/OS/CV/TE/TATA SUMO DICOR/BS-III/2017-18/01	26-Apr-17
64	ICICI Bank	0393BGR0027418	9-Jun-17	50,044.00	30-Nov-18	24136/TE-638/SO-216/TPC	23-Mar-17
65	ICICI Bank	0393BGR0028018	9-Jun-17	58,979.00	31-Oct-18	24136/TE-612/SO-196/TPC	16-Feb-17
66	ICICI Bank	0393BGR0028218	9-Jun-17	77,974.00	31-Oct-18	24136/TE-619/SO-195/TPC	15-Feb-17
67	ICICI Bank	0393BGR0028118	9-Jun-17	24,599.00	31-Oct-18	24136/TE-589/SO-197/TPC	16-Feb-17
68	ICICI Bank	0393BGR0026518	9-Jun-17	59,744.00	31-Oct-18	24136/TE-620/SO-186/TPC	14-Feb-17
69	ICICI Bank	0393BGR0026718	9-Jun-17	56,862.00	31-Oct-18	24136/TE-617/SO-193/TPC	15-Feb-17
70	ICICI Bank	0393BGR0026818	9-Jun-17	55,275.00	31-Oct-18	24136/TE-614/SO-190/TPC	15-Feb-17
71	ICICI Bank	0393BGR0027118	9-Jun-17	67,795.00	31-Oct-18	24136/TE-613/SO-188/TPC	14-Feb-17
72	ICICI Bank	0393BGR0027518	9-Jun-17	62,394.00	30-Nov-18	24136/TE-324/SO-213/TPC	23-Mar-17
73	ICICI Bank	0393BGR0027018	8-Jun-17	58,411.00	31-Oct-18	24136/TE-606/SO-187/TPC	14-Feb-17
74	ICICI Bank	0393BGR0027818	9-Jun-17	64,841.00	31-Oct-18	24136/TE-616/SO-194/TPC	15-Feb-17
75	ICICI Bank	0393BGR0026918	9-Jun-17	87,969.00	31-Oct-18	24136/TE-581/SO-192/TPC	15-Feb-17
76	ICICI Bank	0393BGR0026618	9-Jun-17	9,689.00	31-Oct-18	24136/TE-487/SO-183/TPC	10-Feb-17
77	ICICI Bank	0393BGR0027218	9-Jun-17	51,854.00	31-Oct-18	24136/TE-588/SO-198/TPC	20-Feb-17
78	ICICI Bank	0393BGR0027618	9-Jun-17	65,135.00	30-Nov-18	24136/TE-603/SO-225/TPC	31-Mar-17
79	ICICI Bank	0393BGR0030118	14-Jun-17	534,145.00	6-Nov-18	54291/CAT'A/PR/Tata Cummins Eng 6BT/C-1103, C-1110 & C-1113/AT - 1335/DGBR/E4 Inv Ind	30-10-2015
80	ICICI Bank	0393BGR0023717	29-Aug-17	26,271.00	31-Mar-19	24136/DP-1410LV7/TMB/SO-03/16-174	18-04-2016
81	ICICI Bank	0393BGR0065018	16-Sep-17	49,399.00	30-Dec-18	24136/TE-653/SO-18/TPC	29-Apr-17
82	ICICI Bank	0393BGR0064518	16-Sep-17	51,597.00	31-Oct-18	24136/TE-514/SO-17/TPC	29-Apr-17
83	ICICI Bank	0393BGR0064418	16-Sep-17	193,032.00	31-Oct-18	24136/TE-641/SO-14/TPC	29-Apr-17
84	ICICI Bank	0393BGR0064918	16-Sep-17	147,350.00	30-Dec-18	24136/TE-663/SO-13/TPC	29-Apr-17
85	ICICI Bank	0393BGR0065318	16-Sep-17	91,922.00	30-Dec-18	24136/TE-645/SO-15/TPC	29-Apr-17
86	ICICI Bank	0393BGR0064618	16-Sep-17	591,780.00	30-Dec-18	24136/TE-656/SO-12/TPC	29-Apr-17
87	ICICI Bank	0393BGR0065118	16-Sep-17	48,841.00	31-Dec-18	24136/TE-601/SO-03/TPC	29-Apr-17
88	ICICI Bank	0393BGR0064818	16-Sep-17	51,578.00	31-Dec-18	24136/TE-659/SO-11/TPC	29-Apr-17
89	ICICI Bank	0393BGR0064718	16-Sep-17	62,477.00	30-Dec-18	24136/TE-664/SO-16/TPC	29-Apr-17
90	ICICI Bank	0393BGR0065218	16-Sep-17	74,483.00	30-Dec-18	24136/TE-615/SO-02/TPC	29-Apr-17
91	ICICI Bank	0393BGR0066618	20-Sep-17	103,533.00	30-Jan-19	24136/TE-696/SO-30/TPC	6-May-17
92	ICICI Bank	0393BGR0066818	20-Sep-17	153,456.00	30-Dec-18	24136/TE-660/SO-22/TPC	29-Apr-17
93	ICICI Bank	0393BGR0066418	20-Sep-17	49,463.00	31-Dec-18	24136/TE-655/SO-27/TPC	29-Apr-17
94	ICICI Bank	0393BGR0066918	20-Sep-17	100,054.00	30-Dec-18	24136/TE-658/SO-21/TPC	29-Apr-17
95	ICICI Bank	0393BGR0067018	20-Sep-17	56,499.00	30-Dec-18	24136/TE-665/SO-28/TPC	29-Apr-17
96	ICICI Bank	0393BGR0067118	20-Sep-17	65,115.00	30-Dec-18	24136/TE-657/SO-20/TPC	29-Apr-17
97	ICICI Bank	0393BGR0066518	20-Sep-17	54,419.00	30-Jan-19	24136/TE-697/SO-38/TPC	9-May-17
98	ICICI Bank	0393BGR0067218	20-Sep-17	119,191.00	30-Dec-18	24136/TE-647/SO-19/TPC	29-Apr-17
99	ICICI Bank	0393BGR0066718	20-Sep-17	117,190.00	30-Jan-19	24136/TE-688/SO-29/TPC	6-May-17
100	ICICI Bank	0393BGR0067318	20-Sep-17	1,046,500.00	23-Jul-20	40011/TPC/OS/CV/TE/A/12618/TATA ARMY BUS/BS-III/2017-18/SO-12	29-Aug-17
101	ICICI Bank	0393BGR0099118	4-Dec-17	866,903.00	30-Jan-19	24136/TE-512/SO-33/TPC	28-Nov-17
102	ICICI Bank	0393BGR0099218	4-Dec-17	51,068.00	30-Jan-19	24136/TE-695/SO-39/TPC	23-Mar-17
103	ICICI Bank	0393BGR0099318	4-Dec-17	27,442.00	30-Jan-19	24136/TE-677/SO-46/TPC	2-Mar-17
104	ICICI Bank	0393BGR0099618	4-Dec-17	44,559.00	30-Jan-19	24136/TE-694/SO-49/TPC	23-Mar-17
105	ICICI Bank	0393BGR0099518	4-Dec-17	116,827.00	30-Jan-19	24136/TE-728/SO-78/TPC	12-Jun-17
106	ICICI Bank	0393BGR0099418	4-Dec-17	47,579.00	30-Jan-19	24136/TE-729/SO-79/TPC	14-Jun-17
107	ICICI Bank	0393BGR00031818	4-Dec-17	32,335.00	31-Oct-19	24136/TE-721/SO-83/TPC	12-Jun-17
108	ICICI Bank	0393BGR0100118	5-Dec-17	165,655.00	31-Oct-19	24136/TE-715/SO-84/TPC	14-Jun-17
109	ICICI Bank	0393BGR0099718	5-Dec-17	121,772.00	30-Nov-19	24136/TE-679/SO-85/TPC	26-Jun-17
110	ICICI Bank	0393BGR0100318	5-Dec-17	29,758.00	30-Nov-19	24136/TE-661/SO-87/TPC	26-Jun-17
111	ICICI Bank	0393BGR0100218	5-Dec-17	38,400.00	9-Dec-18	24136/DP-980/LV7/TATA/SO-595/16-17	23-Sep-16
112	ICICI Bank	0393BGR0098818	4-Dec-17	39,725.00	9-Dec-18	24136/DP-981/LV7/TATA/SO-596/16-17	23-Sep-17



Sl No	Bank	BG No	BG Dtd	BG Amount	Exp Dtd	SO NO	SO Dtd
113	ICICI Bank	0393BGR0098918	4-Dec-17	43,161.00	9-Dec-18	24136/DP-982/LV7/TATA/SO-597/16-17	23-Sep-17
114	ICICI Bank	0393BGR0099018	4-Dec-17	47,604.00	9-Dec-18	24136/DP-983/LV7/TATA/SO-598/16-17	23-Sep-17
115	ICICI Bank	0393BGR0100018	5-Dec-17	72,177.00	30-Nov-19	24136/TE-02/LV7/TMB/SO-108/LP/17-18	8-Aug-17
116	ICICI Bank	0393BGR0100218	5-Dec-17	36,747.00	30-Dec-19	24136/TE-34/LV7/TMB/SO-160(A)/LP/17-18	4-Sep-17
117	ICICI Bank	0393BGR0099918	5-Dec-17	86,529.00	30-Nov-19	24136/TE-25/LV7/TATA/SO-144/LP/17-18	16-Aug-17
118	ICICI Bank	0393BGR0027318	9-Jun-17	29,011.00	18-May-19	24136/TE-289/LV7/TMB/SO-282/LP/17-18	18-Feb-17
119	ICICI Bank	0393BGR0023817	20-May-16	11,525.00	24-Dec-18	24136/DP-1278/LV7/TMB/SO-07/16-17	7-Jan-16
120	ICICI Bank	0393BGR0093817	19-Oct-16	133,847.00	8-Feb-18	24136/RFP-14/LV7/TMB/SO/16-17	7-Jan-16
121	ICICI Bank	0393BGR0094017	19-Oct-16	56,456.00	8-Feb-18	24136/RFP-12/LV7/TMB/SO/16-17	7-Jan-16
122	ICICI Bank	0393BGR0093917	19-Oct-17	84,324.00	8-Feb-18	24136/RFP-16/LV7/TMB/SO/16-17	11-Jan-16
123	ICICI Bank	0393BGR0021717	11-Dec-17	22,953.00	31-Dec-20	24136/DP-1405/LV7/TMB/SO-01/16-17	18-Apr-16
124	ICICI Bank	0393BGR0023417	11-Dec-17	13,164.00	31-Dec-20	24136/DP-1413/LV7/TMB/SO-02/16-17	18-Apr-16
125	ICICI Bank	0393BGR0021617	11-Dec-17	14,054.00	31-Dec-20	24136/DP-1391/LV7/TMB/SO-04/16-17	18-Apr-16
126	ICICI Bank	0393BGR0021517	11-Dec-17	5,238.00	31-Dec-20	24136/DP-1371/LV7/TMB/SO-05/16-17	18-Apr-16
127	ICICI Bank	0393BGR0023617	11-Dec-17	7,475.00	31-Dec-20	24136/DP-1357/LV7/TMB/SO-08/16-17	18-Apr-16
128	ICICI Bank	0393BGR0021317	11-Dec-17	5,401.00	31-Dec-20	24136/DP-1351/LV7/TMB/SO-09/16-17	18-Apr-16
129	ICICI Bank	0393BGR0023917	14-Dec-17	12,498.00	31-Dec-20	24136/DP-1282/LV7/TMB/SO-254/16-17	31-Mar-16
130	ICICI Bank	0393BGR0102718	11-Dec-17	43,314.00	30-Jan-20	24136/TE-684/SO-103/TPC	24-Nov-17
131	ICICI Bank	0393BGR0102518	11-Dec-17	24,852.00	30-Jan-20	24136/TE-843/SO-104/TPC	24-Nov-17
132	ICICI Bank	0393BGR0102618	11-Dec-17	317,993.00	30-Jan-20	24136/TE-719/SO-108/TPC	24-Nov-17
133	ICICI Bank	0393BGR0102818	11-Dec-17	94,065.00	30-Dec-18	24136/TE-646/SO-10/TPC	29-Apr-17
134	ICICI Bank	0393BGR0099818	5-Dec-17	151,982.00	30-Nov-19	24136/TE-733/SO-92/TPC	30-Nov-17
135	ICICI Bank	0393BGR0102418	11-Dec-17	757,552.00	30-Jan-19	54291/CAT A /ENGINE ASSY/TATA/SO-1399/DGIBR/E4 INV IND	30-11-2017
				<b>28,950,838.00</b>			

**PART B**

Fin Year	Bank	Guarantee Number	Cost Centre	Issue/ Extn DL	Amount O/S	Favouring	End Date
2014-2015	IDBI bank	150004IBGB00004	1410017	12-Jan-15	30,000,000.00	Jt. Secretary and Aquisition Manager, Ministry of Defence, DHQ, New delhi. 110011	30-Oct-18
2015-2016	SBI	0999515BG0000772	1410017	16-Apr-15	1,063,756,912.00	GOI, Ministry of Defence, New Delhi 110010	31-Dec-17
2016-2017	SBI	0999515BG0000796	1410017	21-Apr-15	354,585,638.00	GOI, Ministry of Defence, New Delhi 110010	30-Sep-19
2015-2016	SBI	0999515BG0000882	1410017	8-May-15	4,910,000.00	Bharat Electronics Ltd., Bharat Nagar, P O Ghaziabad- 201010	10-Oct-17
2015-2016	ICICI Bank	0393BG00034216	1410017	18-Jun-15	2,437,054.00	Chief officer, Directorate of procurement, Air HQ, Vayu Bhavan, Rafi Marg, ND	19-Sep-18
2015-2016	ICICI Bank	0393BG00056516	1410017	29-Jul-15	2,000,000.00	M/s Bharat Electronics Ltd., Outer Ring Road, Bangalore- 560045	30-Jan-18
2015-2016	ICICI Bank	0393BG00072916	1410017	1-Sep-15	16,820,632.50	The Director General Border Roads, Seema Sadak Bhavan, New Delhi- 110010	31-Mar-18



Fin Year	Bank	Guarantee Number	Cost Centre	Issue/ Exta DC	Amount O/S	Favouring	End Date
2015-2016	SBI	0999516BG0000318	1410017	12-Feb-16	430,463.00	The DIG of Police, Maharashtra State, Shahid Bhagat singh Road, Colaba, Mumbai 400001	15-Feb-19
2015-2016	SBI	0999516BG0000317	1410017	12-Feb-16	1,147,901.00	The DIG of Police, Maharashtra State, Shahid Bhagat singh Road, Colaba, Mumbai 400001	15-Feb-19
2015-2016	SBI	0999516BG0000445	1410017	4-Mar-16	51,718.00	The President of India, Through General Manager, Ammunition Factory, Khadki	30-Aug-18
2015-2016	SBI	0999516BG0000443	1410017	4-Mar-16	94,206.00	The President of India, Through General Manager, Ammunition Factory, Khadki	30-Aug-18
2017-2018	SBI	0999516BG0000756	1410017	6-Apr-16	529,164,263.00	Gov. of India, Ministry of Defence, South Block, New Delhi- 110010	31-Mar-19
2017-2018	SBI	0999516BG0000758	1410017	6-Apr-16	176,388,088.00	Gov. of India, Ministry of Defence, South Block, New Delhi- 110010	31-Dec-20
2016-2017	ICICI Bank	0393BGR0004317	1410017	20-Apr-16	5,564,434.00	The Superintendent of police (Telecom), TheHQ, Chimpu, Itanagar, Arunachal Pradesh- 791113	30-Jun-17
2016-2017	SBI	0999516BG0000885	1410017	22-Apr-16	50,000,000.00	Jt. Secretary and Acquisition Manager, Ministry of Defence, Sena Bhavan, DHQ PO New Delhi- 110011	31-May-19
2016-2017	SBI	0999516BG0000896	1410017	22-Apr-16	2,117,810.00	The office of D G I of Police, Gujrat State, Police Bhavan, Sec 18- Gandhinagar	28-Mar-18
2016-2017	SBI	0999516BG0000895	1410017	22-Apr-16	539,936.00	The office of D G I of Police, Gujrat State, Police Bhavan, Sec 18- Gandhinagar	28-Mar-18
2016-2017	SBI	0999516BG0000884	1410017	22-Apr-16	2,200,000.00	The Special Branch Police HQ, Madhya Pradesh, Bhopal- 462008	30-Mar-19
2016-2017	SBI	0999516BG0000886	1410017	22-Apr-16	2,800,000.00	The Special Branch Police HQ, Madhya Pradesh, Bhopal- 462008	14-Feb-19
2016-2017	SBI	0999516BG0001009	1410017	12-May-16	1,203,221.00	M/s Bharat Electricals Limited, Jahaoballi, Bangalore- 560013	25-Dec-17
2017-2018	SBI	0999516BG0001059	1410017	23-May-16	354,585,638.00	Govt. of India, Ministry of Defence, New Delhi. 110010	31-Mar-20
2016-2017	SBI	0999516BG0001183	1410017	9-Jun-16	1,776,000.00	The Director, S & D, Haryana, S.C.O- 09, Sec 16, Panchkula- 134109, Haryana	31-Dec-18
2016-2017	SBI	0999516BG0001367	1410017	8-Jul-16	1,164,431.00	DTE General of Ordnance Services, Master General of Ordnance Branch, MOD (Army), N D 110001	30-Nov-18
2016-2017	SBI	0999516BG0001605	1410017	19-Aug-16	7,546,331.00	GOI, Ministry of Defence, The Director Programme AD, C/O DRDL, Kanchanhugh (P O), Hyderabad	29-May-18
2017/2018	ICICI Bank	0393BG00014114	1410017	1-Oct-16	2,549,461.00	Bharat Electronics, Bharat Nagar, PO Ghaziabad- 201010- UP	31-Mar-18
2017/2018	ICICI Bank	0393BG00014014	1410017	1-Oct-16	2,624,384.00	Bharat Electronics, Bharat Nagar, PO Ghaziabad- 201010- UP	31-Mar-18
2016-2017	SBI	0999516BG0002073	1410017	19-Oct-16	50,000,000.00	Jt. Secretary and Acquisition Manager, Ministry of Defence, Sena Bhavan, DHQ PO New Delhi- 110011	31-Oct-19
2016-2017	SBI	0999516BG0002488	1410017	15-Dec-16	1,832,400.00	The Director General, CISF, CGO Complex, Lodhi Raod, New Delhi.	10-Feb-19
2016-2017	SBI	0999517BG0000072	1410017	13-Jan-17	300,000.00	The Inspector General of Police (Prov), Police HQ, Patna- 800001, Bihar	31-Dec-17
2016-2017	SBI	0999517BG0000000	1410017	20-Jan-17		The Dy. General Manager,	30-Mar-20



Fin Year	Bank	Guarantee Number	Cost Centre	Issue/ Extn Dt.	Amount O/S	Favouring	End Date
		000111			1,955,117.00	Purchase Dept., Bharat Elec. Ltd., I E Nacharam, Hyderabad	
2016-2017	SBI	0999517BG0000259	1410017	8-Feb-17	900,000.00	The Director, Research Centre Imarat, Defence Research & Dev., Hyderabad 500 069	31-Dec-17
2016-2017	SBI	0999517BG0000260	1410017	8-Feb-17	300,000.00	Head MMG, Advance Naval Systems Prog., Defence Research, Hyderabad	31-Dec-17
2016-2017	SBI	0999517BG0000352	1410017	22-Feb-17	1,358,290.00	The Dy General Manager, Purchase Dept., Bharat Electronics Ltd., I E Nacharam, Hyd 500076	30-Apr-20
2016-2017	SBI	0999517BG0000350	1410017	22-Feb-17	80,698.00	The Director, Dept. of Space, Vikram Sarabhai Space Center, Thiruvananthapuram 695022, Kerala	15-Jun-18
2016-2017	IDBI bank	140004IBGP00223	1410017	1-Apr-17	475,780.00	IG Stores central Plant- GAD, Bharat Electronics Ltd. Bharat Nagar- Ghaziabad- 201010 UP	31-Mar-18
2017/2018	ICICI Bank	0393BGR0007818	1410017	20-Apr-17	4,310,000.00	Dy. Commissioner of Police (Prov. & Logistics), Delhi Police, 5 Rajpur Road, Delhi- 54	31-Dec-17
2017-2018	SBI	0999517BG0000865	1410017	24-Apr-17	176,727,404.00	The Jt. Secretary & Acquisition Manager, Ministry of Defence, New Delhi- 110011	30-Sep-22
2017-2018	SBI	0999517BG0001324	1410017	20-Jun-17	30,000,000.00	Through the Director, CVRDE, Avadi, Chennai- 600 054, Tamil Nadu	30-Jun-22
2017-2018	SBI	0999517BG0001334	1410017	21-Jun-17	3,908,760.00	Through the Director, Ministry of defence, VRDE, Vahan Nagar PO, Ahmednagar- 414006	30-Sep-18
2017/2018	ICICI Bank	0393BGR0033818	1410017	22-Jun-17	33,115,693.00	ADG OS (CV), DTE General of Ordnance Br., Interagrated HQ, MOD Army, New Delhi	30-Apr-20
2017/2018	ICICI Bank	0393BGR0049918	1410017	14-Aug-17	70,000,000.00	Director, CVRDE, Avadi, Chennai 600054	31-Mar-18
2017-2018	SBI	0999517BG0001629	1425000	16-Aug-17	2,407,880.00	The Dy. General Manager, Purchase Dept., Bharat Electronics, I E Nacharam, Hyderabad- 500076	31-Mar-20
2016-2017	IDBI bank	150004IBGB00001	1410017	20-Aug-17	10,000,000.00	Jt. Secretary and Aquisition Manager, Ministry of Defence, DHQ, New delhi. 110011	19-Aug-18
2017-2018	SBI	0999517BG0001728	1410017	5-Sep-17	10,050,000.00	DDO, FHQ, BSF, Block No. 10 CGO Complex, Lodhi Road, New Delhi 110003	30-Sep-18
2017-2018	SBI	0999517BG0001774	1425000	11-Sep-17	5,721,286.00	The Ministry of Defence, GOI, By Bharat Elec. Ltd., I E Nacharam, HYD.	31-Dec-20
2017-2018	SBI	0999517BG0001949	1410017	29-Sep-17	264,000.00	The Director, DRDL POST Kanchanbag, Hyderabad 500058	31-May-18
2017/2018	ICICI Bank	0393BGR0071518	1410017	29-Sep-17	2,000,000.00	Dte. General of ordnanace services, DDG OS, DHQ PO, New Delhi	5-Apr-18
2017/2018	ICICI Bank	0393BGR0073918	1410017	6-Oct-17	127,650.00	RCI Hyderabad	31-Mar-18
2017-2018	SBI	0999517BG0002084	1410017	16-Oct-17	2,700,000.00	Directorate General of Ordnance Services, Master Gen of Ordnance, Branch	30-Apr-18
2017-2018	SBI	0999517BG0002085	1410017	16-Oct-17	4,000,000.00	Directorate General of Ordnance Services, Master Gen of Ordnance, Branch	30-Apr-18
2017-2018	SBI	0999517BG0002189	1410017	3-Nov-17	25,100,000.00	Directorate General of Ordnance Services, Master Gen of Ordnance, Branch	6-May-18





Fin Year	Bank	Guarantee Number	Cost Centre	Issue/ Extra Dt.	Amount O/S	Favouring	End Date
2017-2018	SBI	0999517BG0002188	1410017	3-Nov-17	59,684,960.00	Directorate General of Ordnance Services, Master Gen of Ordnance, Branch	8-Aug-20
2017/2018	ICICI Bank	0393BGR0104518	1410017	14-Dec-17	15,498,708.00	ADG OS (CV) Dte General of Ordnance Services, Master General of Ordnance Branch	12-Aug-20
2017/2018	ICICI Bank	0393BGR0106218	1410017	19-Dec-17	137,267.00	SPIC DRDO	30-Jun-18
2017-2018	SBI	0999517BG0002506	1410017	20-Dec-17	265,000.00	The Director , Supplies & Disposals, Haryana	30-Jun-19
2017-2018	SBI	0999517BG0002449	1410017	11-Dec-17	1,375,300.00	Bihar Police	31-Dec-18
2017-2018	SBI	0999517BG0002026	1410017	10-Oct-17	8,721,440.00	R&D Dighi	31-Dec-21
					3,139,776,354.50		

Customer Name	Guarantee No	Cur	Date	Amount	Beneficiary	Due Date
TATA MOTORS LIMITED	0999517FG0002417	USD	5-Dec-17	361,500.00	THE DIRECTORATE OF PROCURE	9/30/2018
TATA MOTORS LIMITED	0999517FG0002443	USD	11-Dec-17	580,000.00	THE DIRECTORATE OF PROCURE	9/30/2018



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

BENCH AT MUMBAI

COMPANY SCHEME PETITION NO. 2954 OF 2019

IN

COMPANY SCHEME APPLICATION NO. 398 OF 2019

In the matter of the Companies Act, 2013;

And

In the matter of Petition under Sections 230 - 232 of the  
Companies Act, 2013 read with Companies (Compromises,  
Arrangements and Amalgamations) Rules, 2016;

And

In the matter of Scheme of Arrangement between TATA  
MOTORS LIMITED ('Transferor Company' or 'Petitioner  
Company') and Tata Advanced Systems Limited  
(('Transferee Company')) and their respective shareholders  
and creditors.

TATA MOTORS LIMITED

... Petitioner Company

CERTIFIED COPY OF THE MINUTES OF THE ORDER  
DATED 12TH DECEMBER, 2019 ALONG WITH  
SCHEME OF ARRANGEMENT



M/S. RAJESH SHAH & CO

Advocates for the Petitioner

16, Oriental Building,

30, Nagindas Master Road,

Flora Fountain,

Mumbai-400 001.