

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 17/03/2020

Certificate No. H0Q2020C14

GRN No. 63744010



Stamp Duty Paid : ₹ 47793000  
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Dcm Limited

H.No/Floor : 0

Sector/Ward : 0

LandMark : 0

City/Village : New delhi

District : Delhi

State : Delhi

Phone: 80\*\*\*\*\*33

**Buyer / Second Party Detail**

Name : Dcm Nouvelle Limited

H.No/Floor : 0

Sector/Ward : 0

LandMark : 0

City/Village: New delhi

District : Delhi

State : Delhi

Phone : 80\*\*\*\*\*33

Purpose : Stamp for De Merger Transfer Deed



12201  
17/3/2020

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**DEED OF DE-MERGER/TRANSFER DEED**

Total Land - 2141 Kanal (267.625 Acres)

Stamp Duty on Total Value amount 1.5% - Rs. 4,77,93,000/-

E-Stamp Certificate No. H0Q2020C14 Dated 17.03.2020 GRN No:- 63744010 Dated 13.03.2020  
Hisar. Stamp Duty under Article 23 of The Indian Stamp Act.

Registration Fess of E-Challan GRN No. 63744390 Dated 13.03.2020 - Rs. 50,000/- has been  
deposited in SBI, Hisar.

For DCM LIMITED

Authorized Signatory

For DCM Nouvelle Limited

Authorized Signatory

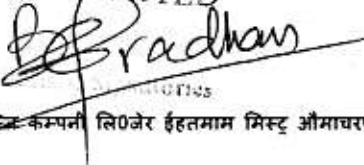
प्रलेख न:12201

दिनांक:17-03-2020

<b>डीड संबंधी विवरण</b>		
डीड का नाम RECONSTRUCTION OR AMALGAMATION OR MERGER/DE-MERGER OF COMPANIES		
तहसील/सब-तहसील हिसार	गांव/शहर बीड एम सी के अन्दर	स्थित बीड एम सी के अन्दर
<b>भवन का विवरण</b>		
<b>भूमि का विवरण</b>		
कृषि नहरी	2141 Kanai	
<b>धन संबंधी विवरण</b>		
राशि 3185559296 रुपये	कुल स्टाम्प ड्यूटी की राशि 47783392 रुपये	
स्टाम्प नं : h0q2020c14	स्टाम्प की राशि 47793000 रुपये	
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:63744390	पेस्टिंग शुल्क 3 रुपये
Drafted By:		Service Charge:200

यह प्रलेख आज दिनांक 17-03-2020 दिन मंगलवार समय 4:47:00 PM बजे श्री/श्रीमती/कुमारी दि दिल्ली क्लाय मिनिज कम्पनी लि0जेर ईहतमाम मिस्ट्र औमाचरण व बिशनचन्द्र डारेक्टर thru Bhabagrahi Pardhan SPA निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For DCM LIMITED



उप/संयुक्त पंजीयन अधिकारी (हिसार)

हस्ताक्षर प्रस्तुतकर्ता

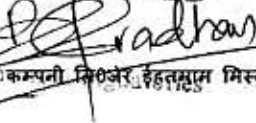
दि दिल्ली क्लाय मिनिज कम्पनी लि0जेर ईहतमाम मिस्ट्र औमाचरण व बिशनचन्द्र डारेक्टर

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

For DCM LIMITED



दिनांक 17-03-2020

दि दिल्ली क्लाय मिनिज कम्पनी लि0जेर ईहतमाम मिस्ट्र औमाचरण व बिशनचन्द्र डारेक्टर

उप/संयुक्त पंजीयन अधिकारी (हिसार)

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी DCM Nouvelle Ltd Through Rakesh Goel हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी प्रवीन वकील पिता — निवासी हिसार व श्री/श्रीमती/कुमारी प्रताप पिता — निवासी हिसार ने की।

साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 17-03-2020

उप/संयुक्त पंजीयन अधिकारी (हिसार)



## Type of Deed DE-MERGER/TRANSFER DEED

**Village/City** Beer, Hisar within M.C Limit

<b>Types of Property</b>	Industrial land
<b>Segment/Block Name</b>	Beer, Hisar within M.C Limit
<b>Unit Land</b>	2141 Kanal

<b>(1) Land</b>	<b><u>Value in Rs.</u></b>
<b>Total Land - 267.625 Acre</b>	Rs. 2,31,98,12,500.00
<b>(2) Buildings</b>	Rs. 27,70,65,419.00
<b>(3) Fixed Assets, Plants Machinery</b>	Rs. 58,86,81,460.00
<b>(Value Assessed as per latest auditor's Report)</b>	

<b>Transfer Deed Value</b>	Rs. 3,18,55,59,379.00
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<b>E-Stamp Value</b>	Rs. 4,77,93,000.00
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This Deed of Transfer / Conveyance Deed is made at Hisar on 17<sup>th</sup> day of March, 2020. by **M/s. DCM Limited (PAN No. AAACD1012E)** a company incorporated in Delhi on March 26, 1889 under the provisions of The Indian Companies Act, 1882, having its registered office at Vikrant Tower, 4, Rajendra Place, New Delhi - 110008 (hereinafter called the "Transferor"), through its authorized signatory Mr. Bhabagrahi Pradhan S/o Late Sh. Khadala Pradhan (Aadhar No. 3633 8702 4899) as per authority letter dated 14<sup>th</sup> March, 2020 issued by Dr. Vinay Bharat Ram in his capacity as Director of DCM LIMITED (the term "Transferor", shall unless inconsistent with the context or meaning includes his heirs executors, successors, administrators, legal representatives, nominees and assignees,) of the one part.

### **IN FAVOUR OF**

**DCM Nouvelle Limited, (PAN No. AAFCD8921M)** a Company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 407, Vikrant Tower, 4, Rajendra Place, New Delhi - 110008 (hereinafter called the "Transferee"), through its authorized signatory Sh. Rakesh Goel, (Aadhar. 3251 5120 9031) Whole Time Director of the company vide Resolution dated 4<sup>th</sup> June, 2019 passed by the Board of Directors (the term

For DCM LIMITED

  
Authorized Signatory

For DCM Nouvelle Limited

  
Authorized Signatory



विक्रेता



क्रेता



गवाह

For DCM LIMITED

Authorised Signatory

उप/संयुक्त पंजीयन अधिकारी

विक्रेता :- thru Bhabagrahi Pardhan SPA दि दिल्ली कलाय मिलिज कम्पनी लि० जेर ईहतमाम  
मिस्ट्र औमाचरण व बिशनचन्द्र डारेक्टर

क्रेता :- DCM Nouvelle Ltd Through Rakesh  
Goel

For DCM Nouvelle Ltd

गवाह 1 :- प्रवीन वकील

Authorised Signatory

गवाह 2 :- प्रताप

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12201 आज दिनांक 17-03-2020 को बही नं 1 जिल्द नं 920 के पृष्ठ नं 115.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 9475 के पृष्ठ संख्या 81 से 82 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 17-03-2020

उप/संयुक्त पंजीयन अधिकारी ( हिसार )



"Transferee", shall unless inconsistent with the context or meaning includes their heirs' executors, administrators, legal representatives, nominees and assignees) of the Second Part.

The "Transferor" and the "Transferee" are also referred to individually as "Party" and collectively as "Parties" as and where the context demands.

**Whereas**, the above said Transferor is the exclusive and absolute owner and in possession of an **Industrial Land admeasuring 2141 Kanal (267.625 Acres Approx.) comprised in Jamabandi copy dated 17-1-2018 Hadbast no. 145 at Village Beer, Tehsil Hisar, District Hisar (as described in detail in the Annexure 1)** (hereinafter referred to as the "Said Land") by way of the Deed of Conveyance Registered No. 1643, Book-I, Vol No. 77 at Page 171 dated 05-10-1956 Registered in the office of Sub Registrar, Hisar.

**AND WHEREAS**, both the parties have filed the application u/s 230 to 232 Companies Act, 2013 read with the companies (compromises, arrangements and amalgamation) Rules, 2016 and the National Company Law Tribunal Rules, 2016 for the scheme of arrangement for demerger of the cotton textile business undertaking of DCM Limited (Transferor) to DCM Nouvelle Limited (Transferee) vide Company Petition No 129 PB 2018 connected with Company Application No. CA (CAA) 33/PB/2018.

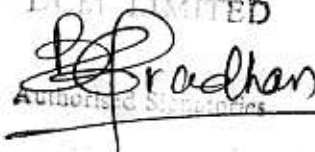
**AND WHEREAS**, the Principal Bench of the National Company Law Tribunal vide its order dated 01-05-2019 in Company Petition No 129 PB 2018 connected with Company Application No. CA (CAA) 33/PB/2018 has sanctioned the Scheme resulting which the said land stand transferred to and vested in the DCM Nouvelle Limited (Transferee), which comes into effect from 13-05-2019.

**AND WHEREAS** now the Transferor in compliance of the NCLT order dated 1-05-2019 agreed to execute the transfer deed/ conveyance deed and other necessary documents favoring the Transferee in respect to the **Said Land** on the terms and conditions as mentioned hereinafter.

**NOW THIS DEED WITNESSETH AS UNDER:**

1. That the Transferor hereby grants, conveys and transfers **Industrial Land admeasuring 2141 Kanal (267.625 Acres Approx.) comprised in Jamabandi**

For DCM LIMITED

  
Authorized Signatory

For DCM


  
Authorized Signatory

copy dated 17-1-2018 Hadbast no. 145 at Village Beer, Tehsil Hisar, District Hisar,

(as described in detail in the Annexure-1) along with building, plant and machinery embodied on it to the Transferee in compliance of the National Company Law Tribunal order dated 1-05-2019 in Company Petition No 129 PB 2018 connected with Company Application No. CA (CAA) 33/PB/2018. Nothing is due from the Transferee to the Transferor on account of this transfer. And the Transferor both hereby conveys, transfers and assigns all the rights, title and interests in the Said Land unto the said Transferee, who shall hereinafter become the absolute owner in possession of the said Land along with building, plant and machinery embodied on it and shall enjoy absolute rights of ownership and privileges. And the Transferee shall be entitled to enjoy the vacant and peaceful physical possession of the said Land as its absolute owner hereof without any interruption, claim or demand whatsoever by the Transferor or any other person lawfully or suitably claiming through or having interest for them.

2. That the Transferor had irrevocably transferred absolutely all its rights, title and interests to the Transferee to the extent of piece and parcel of said LAND together with all rights, title, interest, easements privileges, ways, passages, benefits and advantages of right and appurtenances thereto unto the Transferee to have and to hold said Land hereby conveyed unto the Transferee, all the estate rights, titles, interests of the Transferee in or upon the said Land and that no one except the Transferee has any rights, claims, interests whatsoever in the said Land hereby conveyed or any part thereof. That the Transferor hereby declares and assures the Transferee that the Transferor is the rightful and lawful owner of the said Land and that nobody except the Transferor has any right to deal with the said Land. However transferor shall abide by all the clauses and conditions mentioned in the deed of Conveyance Registered No. 1643, Book No. 01, Vol No. 77, Page No. 171 Dated: 05.10.1956 Registered in the Office of Sub-Registrar, Hisar

For [REDACTED] LIMITED

  
P. Radhan

For [REDACTED] LIMITED

  
Secretary



3. That the Transferor further declares and assures the Transferee that the said Land is free from all sorts of injunctions, legal laws, disputes, prior sale, lease, gift, and defects in the title and if it is proved otherwise or on account of any such defaults of the Transferor, the Transferee suffers any loss or whole or part of the said Land hereby conveyed is taken away from the possession of the Transferee or the Transferee is called upon to pay the dues for the said Land for the period prior to the date of this Transfer/Conveyance deed, then the Transferor shall be liable to make good the loss suffered by the Transferee entitling the Transferee to recover the same from the Transferor whatsoever and further the Transferor undertakes to keep the Transferee harmless, saved and indemnified in all respects against all losses, cost, damages and expenses caused hereby.
4. That the Transferor has handed over the copies of all the title deeds and related documents pertaining to the previous chain of title of the said Land to the Transferee and the Transferee acknowledges to have received the same from the Transferor.
5. That that Transferor has already handed over the actual and vacant peaceful physical possession of the said Land to the Transferee and the Transferee acknowledges to have received the same from the Transferor actually on site.
6. That all charges for stamping, engrossing and registration of this Transfer/Conveyance deed have been borne by the Transferee.
7. That the Transferee is authorized to get the mutation effected in their own name by presenting this Transfer/Conveyance deed before the appropriate authorities.
8. That the said Land is bounded as under:

On the North by: Airport

On the South by: Raipur Road

On the East by: Agriculture Land

On the West by: Forest Department

For [Signature] LIMITED

[Signature]  
Authorized Signatory

For [Signature] Limited  
Authorized Signatory

IN WITNESSES WHEREOF the said Transferor has set and subscribed his hands on this DE-MERGER/TRANSFER DEED on the day, month and year first above mentioned in presence of the following witnesses.

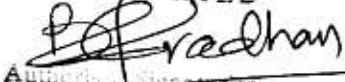
Drafted By : Sumit Jain Advocate, Hisar

  
**SUMIT JAIN**  
Advocate, Hisar

DCM Limited

(Transferor)

For DCM LIMITED

  
Authorized Signatory

DCM Nouvelle Limited


(Transferee)


For DCM Nouvelle Limited

  
Authorized Signatory

WITNESSES:

1.  Parveen Chaudhary Advocate, Hisar

2.  Mr. Pratap Bahadur Singh  
S/o Late Sh. Kamla Singh  
B-1, Officers Colony, DCM Textiles Hisar  
Textiles  
Mill Gate, Hisar (Haryana)  
(Aadhar No. 3514 4944 9104)

3.  Mr. Ramesh Kumar Sharma  
S/o Mr. Tilak Raj Sharma  
C-1, Officers Colony, DCM  
Hisar, Mill Gate, Hisar (Haryana)  
(Aadhar No. 2744 8970 4319)



ANNEXURE 1

(DESCRIPTION OF THE SAID LAND)

Industrial Land admeasuring 2141 Kanal (267.625 Acres Approx.) comprised in Jamabandi copy dated 17-1-2018 Hadbast no. 145 at Village Beer, Tehsil Hisar, District Hisar Khasra Nos. 1423 // Killa No. 20/2 (3-8), 21(7-8),

1424//16/2 (3-2), 17/2(3-2), 18/2(3-2), 19/2(3-2), 20/2(3-2), 21/1(6-0), 22/1(7-19), 23 to 25(24-0), 1425//16/2(3-2), 17/2/1(2-6), 18/2/1(0-4), 21/2(6-13), 22/2(5-9), 23/2(3-0), 24/2(0-11), 25/1(2-18), 1426//23/2 min East (0-4), 24/2(6-16), 25/2(6-17),

1428//22/2/2min West (0-2),

1491//12/2 min West (0-15), 13 min South (1-2), 14 min South (1-2), 15 min South (1-2), 16 to 18 (24-0), 19/1(5-0), 22/2(4-12), 23 to 25 (24-0),

1492//11min South (1-2), 12min South (1-2), 13 min South (1-2), 14 min South (1-2), 15 min South (1-2), 16 to 25 (80-0), 1493//4 min East (7-18), 5(8-0), 6(8-0), 7 min East (7-18), 11 min South (1-2), 12 min South (1-2), 13 min South (1-2), 14 min East-South (7-18), 15 to 25 (88-0),

1494//1 to 3 (24-0), 4/2(7-12), 5/2 min (4-9), 6 to 25 (160-0),

1495//1/2(1-7), 2/1 (1-0), 3/1 (4-4), 4/1 (7-3), 5 (8-0), 6/1 (2-9), 7/1 (0-2), 7/3 (0-9), 8/2 (3-2), 9/2 (6-4), 10/2 (8-0), 11(8-0), 12(8-0), 13(8-0), 14/2 (7-14), 15/2 min (4-8), 16 (0-7), 17 (4-1), 18 (7-18), 19 to 22 (32-0), 23 (5-18),

1496//1(4-18), 10/1 (1-9),

1497//1 (8-0), 2(8-4), 9 (2-6), 10 (7-19), 11 (3-8),

1498//1 to 15 (120-0), 16 (3-14), 17 to 23 (56-0), 24 (4-0),

1499//1 to 25 (200-0),

For  LIMITED

For  Limited

Authorized Signatory



1500//1 to 18 (144-0), 19 min North (4-0), 20 min North (4-0), 23 to 25 (24-0),  
 1501//2/2 (4-4), 3 to 8 (48-0), 9/1 (3-16), 12/2 (3-8), 13 to 15 (24-0), 16 min North (4-0), 17  
 min North (4-0), 18 min North (4-0), 19/1 min North (1-9),  
 1567//3 to 8 (48-0), 13 to 18 (48-0), 23 to 25 (24-0),  
 1568//1 to 25 (200-0),  
 1569//1 to 2 (16-0), 3 (5-6), 9 (7-12), 10 to 11 (16-0), 12 (2-7), 20 (7-5), 21 (4-8),  
 1570//1 min West-North (1-8),  
 1571//1 to 5 (40-0), 6 (6-6), 7 to 14 (64-0), 15 (3-2), 17 (8-2), 18 to 21 (32-0), 22 min  
 West-North (7-2), 23 min North (2-18), 24 min North (2-3),  
 1572//3 to 8 (48-0), 13 to 18 (48-0), 23 to 25 (24-0),  
 1638//3 to 5 (24-0), 6 (8-2), 7 (8-0), 8 (7-18),  
 1639//1 (8-0), 2 min West (6-12), 4 min (0-16), 8 min South (1-11), 9 min West-South  
 (5-6), 10 (7-4).

For DCM LIMITED  
 DCM Limited  
 (Transferor)

*Pradhan*

For DCM LIMITED  
 DCM Nouvelle Limited  
 (Transferee)

*Pradhan*

For DCM LIMITED

*Pradhan*  
 Authorised Signatories

*Pradhan*