

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

(a private company limited by shares incorporated under the Companies Act, 2013)

CIN: U45203MP2018PTC045516, **Website:** <https://www.bwhpl.co.in/>, **E-mail address:** Compliance@bwhpl.co.in ; **Registered Office:** PLOT NO. 5, INSIDE GOVIND NARAYAN SINGH GATE, CHUNA BHATTI, KOLAR ROAD BHOPAL Bhopal MP 462016 IN; **Permanent Account Number:** AAGCD6421K; **Date of Incorporation:** 11th April 2018 ; **Place of Incorporation:** Manesar; **Corporate Office:** No – 1901, Tower B, 19th Floor, Plot No-C -1, World Trade Tower, Sector -16, Noida 201301 (UP); **Telephone Number:** 011-48986010 ; **Contact Person:** Suranjan Barik; **Name of Chief Financial Officer:** NA; **Telephone number of Chief Financial Officer:** NA; **Email address of Chief Financial Officer:** NA;

Name of the Compliance Officer: Suranjan Barik; **Designation:** Compliance Officer; **Telephone number of Compliance Officer:** 9871956688 ; **Email address of Compliance Officer:** suranjan@bwhpl.co.in **Name of the Company Secretary:** Suranjan Barik; **Telephone number of Company Secretary:** 9871956688 ; **Email address of Company Secretary:** suranjan@bwhpl.co.in

Placement Memorandum for issue of upto 3338 (Three Thousand Three Hundred and Thirty Eight) (“Debtentures” or “NCDs”) senior, listed, secured, redeemable, non-convertible debtentures of a face value of ₹ 10,00,000 (Indian Rupees Ten Lakhs only) each aggregating upto ₹ 333,80,00,000 (Indian Rupees Three Hundred Thirty Three Crores Eighty Lakhs only) (“Issue Size”) (Base Issue Size) by DBL Bargaon Watambare Highways Private Limited (the “Issuer” or “Company”) on a private placement basis (“Issue”) in the following 2 (two) series to be issued simultaneously (collectively the “Series”):

- (i) Series A: 3104 (Three Thousand One Hundred and Four only) Debtentures (“Series A Debtentures”)
- (ii) Series B: 234 (Two Hundred and Thirty Four only) Debtentures (“Series B Debtentures”)

PROMOTER(s)

Name: Dilip Buildcon Limited; Email address: db@dilipbuildcon.co.in; Phone Number: 0755-4029999

PRIVATE & CONFIDENTIAL

This Placement Memorandum dated 14th February 2022 (“Placement Memorandum”) is prepared in conformity with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, and the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 as amended from time to time. Type of Placement Memorandum: Private Placement

CREDIT RATING

The NCDs are rated AA+; Outlook: Positive by CRISIL vide letter dated 11 February 2022. Please refer to Section III read with Annexure 9 of this Placement Memorandum for rationale for the above rating along with the detailed press release in relation to the same. The rating is not a recommendation to buy, sell or hold the NCDs and Investors should take their own decision. The rating may be subject to revision or withdrawal in accordance with Applicable Laws.

ELIGIBLE INVESTORS

Only those Investors, who have been addressed through a communication directly, are eligible to apply. No other investor can apply. The categories of the Investors, to whom the communication has been directed, are qualified institutional buyers QIBs (as defined in the Operational Circular), specifically being scheduled Banks, Mutual Funds, Non-Banking Finance Companies, Financial Institutions, Insurance Corporations, Provident & Pension Funds, Corporate Investors, Foreign Portfolio Investors and any other person eligible to invest in listed debtentures in accordance with the Applicable Laws.

LISTING AND IN-PRINCIPLE LISTING APPROVAL

The NCDs are proposed to be listed on the Wholesale Debt Market Segment of BSE LIMITED (“BSE”). Please refer to Exhibit F to this Placement Memorandum for the ‘in-principle’ listing approval from the BSE.


The Issue would be under the electronic book mechanism for issuance of debt securities on private placement basis as per the Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper bearing reference SEBI/HO/DDHS/P/CIR/2021/613 dated 10 August 2021 thereto read with the Operational Guidelines for issuance of securities on private placement basis through an Electronic Book Mechanism issued by BSE vide their circular no. 20180328-53 dated 28 March 2018 and any amendments thereto (“BSE EBP Guidelines”), together with the Operational Circular referred to as the (“Operational Guidelines”). The Company intends to use the BSE Bond – EBP platform for the Issue. This Placement Memorandum is being uploaded on the BSE Bond-EBP Platform to comply with the Operational Guidelines and an offer will be made by issue of the Placement Memorandum along with the signed private placement offer cum application letter after completion of the bidding process on issue, to successful bidder in accordance with the provisions of the Companies Act, 2013 and related rules.



DEBTENTURE TRUSTEE	REGISTRAR TO THE ISSUE	CREDIT RATING AGENCY
		
Name: Axis Trustee Services Limited Address: The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai – 400028 Contact person: Chief Operation Officer. Telephone number: +91-22-62300451 Fax number: 022-43253000 Email address: debtenturetrustee@axistrustee.in ; compliance@axistrustee.in Website: www.axistrustee.in	Name: Bigshare Services Pvt. Ltd Address: Bharat Tin Works Bldg, 1stFlr Opp. Vasant Oasis, Makwana Road Marol, Andheri (East) Mumbai – 400 059 Contact person: Vinayak Morbale Telephone number: 022-62638269 Fax number: 022-62638299 Email address: vinayak@bigshareonline.com Website: www.bigshareonline.com	Name: : CRISIL Address: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076 Contact person Saina S Kathawala Telephone number: 022 33423000 Fax number: 022 33423001 Email address: NA Website: www.crisilratings.com

ISSUE SCHEDULE FOR ALL SERIES

ISSUE OPENING DATE	ISSUE CLOSING DATE	Date of earliest closing of Issue	PAY-IN DATE	Min. Bid Lot	Manner of bidding in the Issue	DEEMED DATE OF ALLOTMENT
21 February 2022; 10:45 AM	21 February 2022; 11: 45 AM		22 February 2022	1 NCD of INR 10,00,000 each	Open	22 February 2022
Coupon / Dividend Rate	Coupon / Dividend Payment Frequency	Redemption Date		Redemption Amount		
6.32% p.a. for 1 year following the Deemed Date of Allotment, and 6.61% p.a. thereafter	Semi-annual	31 May 2035		₹ 10,00,000 per Debtenture plus accrued Coupon, Default Interest (if any), Additional Interest (if any), upfront fee (if any) and any other Debt.		

The present issue of Debtentures is not underwritten.

General Risks	<p>For the purposes of taking an investment decision, Investors must rely on their own examination of the Issuer and the risk associated with the investment. Investment in debt and debt related securities involves a degree of risk and the Investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached with such investments. The Issue of NCDs has not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy of this Placement Memorandum.</p>
General Disclaimer	<p>This Placement Memorandum is neither a prospectus nor a statement in lieu of prospectus and does not constitute an offer to the public generally to subscribe for or otherwise acquire the NCDs to be issued by Issuer. This Placement Memorandum is for the exclusive use of the intended recipient(s) to whom it is addressed and delivered, and it should not be circulated or distributed to third parties. It cannot be acted upon by any person other than to whom it has been specifically addressed. Multiple copies hereof given to the same person / entity shall be deemed to be offered to the same person.</p> <p>This Placement Memorandum has been prepared to give general information regarding the Issuer to the parties proposing to invest in this Issue of NCDs and it does not purport to contain all the information that any such party may require. The Issuer does not undertake to update this Placement Memorandum to reflect subsequent events and thus potential Investors must confirm about the accuracy and relevancy of any information contained herein with the Issuer. However, the Issuer reserves its right for providing the information at its absolute discretion.</p> <p>The Issuer reserves the right to withdraw the Issue prior to the issue closing date(s) in the event of any unforeseen development adversely affecting the economic and regulatory environment or any other force majeure condition including any change in Applicable Law.</p>
SEBI Disclaimer	<p>It is clarified that this Placement Memorandum should not in any way be deemed/construed to have been approved or vetted by SEBI and this issue is not recommended or approved by SEBI.</p>
Wilful Defaulter	<p>The Company, its directors and Promoter have not been declared as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the RBI.</p>
Arranger to Issue	 <p>Name: Axis Bank Limited Address: 7th Floor, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai- 400025 Contact person: Vikas Shinde</p>

	<p>Telephone number: - 022-42026693 Email address: vikas.shinde@axisbank.com Website: www.axisbank.com</p>
Statutory Auditors of the Issue	<p>S. L. CHHAJED & CO. LLP <small>CHARTERED ACCOUNTANTS</small></p> <p>Name: S.L. CHHAJED & CO.LLP Address: R-12, Maharana Pratap Nagar, Zone 1, Bhopal - 462011 Contact person: Vijit Baidmutha Telephone number: 0755-2553507 Email address: chhajed_abhay@hotmail.com Website: www.slchhajed.com</p>
Legal Counsel to the Issuer	<p></p> <p>Name: Trilegal Address: Peninsula Business Park, 17th Floor, Tower B, Ganpat Rao Kadam Marg, Lower Parel (West), Mumbai, Maharashtra 400013 Contact person: Kannan S. Rahul Telephone number: +91 2240791020 E-mail address: kannan.rahul@trilegal.com Website URL: www.trilegal.com</p>
Legal Counsel to the Debenture Trustee	<p> KHAITAN & CO <small>ESTABLISHED SINCE 1971</small></p> <p>Name: Khaitan & Co Address: One World Centre, 13th Floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013 Contact person: Rajeev Vidhani Telephone Number: +91 22 66365000 Email address: rajeev.vidhani@khaitanco.com Website: www.khaitanco.com</p>

The subscription list for the Issue shall remain open for subscription during market hours for the period indicated above. The Company reserves the right to change the Issue closing date and in such an event, the Pay-in Date and Deemed Date of Allotment for the NCDs may also be revised by the Company at its sole and absolute discretion. In the event of any change in the above issue programme, the Company will intimate the Investors about the revised issue programme in accordance with the Operational Guidelines.

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EXHIBITS

EXHIBITS	PARTICULARS (As uploaded on BSE Listing portal)
A.	CREDIT RATING LETTER DATED 11 February 2022 ISSUED BY CRISIL.
B.	DECLARATION BY DIRECTORS IN TERMS OF FORM PAS-4-Refer Annexure 11
C.	CONSENT LETTER OF DEBENTURE TRUSTEE
D.	CONSENT LETTER FROM REGISTRAR / SHARE TRANSFER AGENT
E.	DUE DILIGENCE CERTIFICATE
F.	IN-PRINCIPLE APPROVAL OF STOCK EXCHANGE
G.	DECLARATION OF ISSUER-Refer Annexure 10
H.	AUDITED FINANCIAL STATEMENTS / ANNUAL REPORT FOR LAST 3 YEARS
I.	COPY OF RESOLUTIONS APPROVED FOR ISSUE OF NCDS
J.	MEMORANDUM AND ARTICLES OF COMPANY
K.	FINANCIAL STATEMENTS OF COMPANY ALONG WITH AUDITORS REPORTS

SECTION I – DEFINITIONS

Sr. No.	Term	Definition
1.	Account Bank	has the meaning ascribed to it under sub-clause (f) of Clause 2.5 (<i>Covenant to pay Redemption Amount and the Coupon</i>) of the Debenture Trust Deed.
2.	Act/Companies Act	means the Companies Act, 1956 or the Companies Act, 2013, to the extent notified (including all rules and regulations made thereunder), as applicable.
3.	AD Bank	shall mean the category I authorised dealer bank of the Issuer
4.	Additional Interest	shall mean additional interest over and above the Coupon and Redemption Amount payable by the Issuer on the occurrence of such events and at such rates as are more particularly set out under clause 2.8 b. (<i>Additional Interest</i>) of the Debenture Trust Deed, and Part B of 'Default Interest rate' under the Summary Term Sheet which shall be immediately payable by the Issuer on demand by the Debenture Trustee in writing in addition to any other amounts payable under the Transaction Documents.
5.	Additional Security	shall mean an exclusive pledge over up to 51% of the Shares on a fully diluted basis and the Issuer Securities issued by the Issuer, created in favour of the Debenture Trustee (acting on behalf of the Debenture Holders), in accordance with the terms of the Pledge Agreement.
6.	Annuity(ies)	shall mean each Annuity Payment (as such term is defined under the Concession Agreement) received by the Issuer from the Concessing Authority in relation to the Project under the terms of the Concession Agreement.
7.	Applicable Laws	shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-laws, authorizations, approvals, directives, guidelines, policy requirement, or any other governmental restrictions or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing, by any Government Authority having jurisdiction over the subject matter in question, whether in effect as of the date of the Debenture Trust Deed or thereafter and in each case as amended.
8.	Application Form	means the application form for subscribing to the Debentures, as set out in Annexure 16.
9.	Arranger	Axis Bank Limited

10.	Articles	means the articles of association of the Issuer.
11.	Base Case Business Plan	shall mean the projection of the total operations (including expenditure and revenues) of the Issuer with respect to the Project, agreed to between the Issuer and the Debenture Trustee and as set out in the Schedule VIII of Debenture Trust Deed and as reviewed and updated by the Issuer, with the prior consent of the Debenture Trustee.
12.	Board/ Board of Directors	shall mean board of directors of the Issuer for the time being and from time to time.
13.	Business Day(s)	means any day other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 at Mumbai or Delhi or a Saturday or Sunday and on which the money market is functioning in Mumbai, India (determined in accordance with SEBI Circular No. CIR/IMD/DF/18/2013 dated 29 October 2013 and SEBI Circular No. CIR/IMD/DF- 1/122/2016 dated 11 November 2016)
14.	BSE	BSE Limited
15.	CERSAI	Central Registry of Securitization Asset Reconstruction and Security Interest
16.	Charter Documents	with respect to a company, its memorandum and articles of association or its constitution (as the case may be).
17.	CIN	Corporate Identification Number
18.	Clearances	shall mean any consent, license, approval (including the approval from the NHAI dated 18 January 2022, bearing reference no. NHAI/11033/GM(F)/Borgaon-Watambare(Pkg-2)/2021-22), registration, permit or other authorisation of any nature which is granted or is to be granted by any statutory or regulatory authority: (i) for the incorporation of the Obligors; (ii) for maintaining the corporate status of the Obligors; (iii) for running and operating the business and assets of the Obligors; (iv) for fulfilling its obligations under the Transaction Documents, and the making of the payments by them as contemplated under the Transaction Documents; (v) for the enforceability of any Transaction Document; (vi) for the construction, operation and maintenance of the Project; and (vii) for all such other matters as may be necessary in connection with the Project or the performance of any Person's obligations under any Transaction Document.
19.	Company / Issuer	DBL Borgaon Watambare Highways Private Limited

20.	Concession	shall have the meaning given to such term in the Concession Agreement.
21.	Concession Agreement	shall mean the concession agreement dated 10 May 2018 executed between the Concessing Authority and the Issuer.
22.	Concessing Authority / NHAI	shall mean the National Highways Authority of India.
23.	Conditions Precedent	Kindly refer Annexure 12 Part A
24.	Conditions Subsequent	Kindly refer Annexure 12 Part B
25.	Contractual Damages	shall mean damages or penalties, whether liquidated or otherwise, due or payable to the Issuer by the Project Participants or any other Person, pursuant to the terms of the Project Documents, and shall include any Termination Payments, buyout payments, forfeiture by the Issuer of any advance/booking amount paid by any Project Participant.
26.	Coupon	Means interest on the Debentures calculated at a rate of (I) 6.32% per annum for a period of 1 (one) year following the Deemed Date of Allotment, and (II) 6.61% per annum thereafter, and as may be further adjusted for the Step Up Coupon, Critical Step Up Coupon, Step Down Coupon or Critical Step Down Coupon (as the case may be), and payable on each Coupon Payment Date.
27.	Coupon Payment Date	shall mean 30 June 2022, 31 December 2022, and thereafter, 31 May and 30 November of every Financial Year.
28.	Credit Rating Agency	mean CRISIL, CARE Ratings, India Ratings, Research Private Limited and ICRA Limited, or any accredited credit rating agencies as may be notified by the Debenture Trustee (acting for and behalf of the Debenture Holders).
29.	Debentures / NCDs	<p>3338 (Three Thousand Three Hundred and Thirty Eight) senior, listed, rated, secured, redeemable, non-Convertible Debentures of the face value of INR 10,00,000 (Indian Rupees Ten Lakhs only) each aggregating to INR 333,80,00,000 (Rupees Three Hundred Thirty Three Crores and Eighty Lakhs only) which will be in the following 2 (two) Series to be issued simultaneously:</p> <p><u>Series A:</u> 3104 (Three Thousand One Hundred and Four) NCDs; and <u>Series B:</u> 234 (Two Hundred and Thirty Four) NCDs.</p> <p>using the electronic bidding platform (EBP) of the Stock Exchange (as</p>

		<p><i>defined below</i>) to the eligible investors identified on the EBP in accordance with the Applicable Law and on the terms and conditions set out hereinafter.</p>
30.	<p>Debenture Documents</p>	<p>means and includes:</p> <ul style="list-style-type: none"> (a) the Debenture Trust Deed; (b) the Offer Documents; (c) the Debenture Trustee Appointment Agreement; (d) the Sponsor Support Undertaking; (e) the Escrow Agreement; (f) the Supplementary Escrow Agreement; (g) the Power of Attorney in relation to the Supplementary Escrow Agreement; (h) the Substitution Agreement; (i) the letters issued by the Debenture Trustee and the Credit Rating Agencies; (j) the letters appointing the Registrar and Transfer Agent with respect to the issuance of the Debentures; (k) the agreement entered into between the Registrar and Transfer Agent and the Issuer with respect to the issuance of the Debentures; (l) the Tripartite Agreements; (m) the board and shareholders resolutions and any other corporate authorizations from the Issuer as may be applicable as per the provisions of the Act; (n) the agreement entered into by the Issuer with the EBP Bond Platform; (o) the credit rating letters and credit rating rationale from the Credit Rating Agency; (p) the listing agreement between the Issuer and the Stock Exchange for listing of the Debentures; (q) the Security Documents, as applicable; and (r) any and all other documents executed or issued in relation to the issuance of the Debentures including any amendments thereto and any other document designated as a Transaction Document by the Debenture Trustee or the Debenture Holders or required in accordance with Applicable Laws, and “Debenture Document” shall mean any of them.

31.	Debenture Holder(s) / NCD Holder(s)	means the persons who are, for the time being and from time to time, the holders of the Debentures and whose names are registered as the holder of a Debenture in the register of Debenture Holders maintained pursuant to Clause 2.14 (<i>Register of Debenture Holders</i>), of the Debenture Trust Deed and “ Debenture Holder ” means each such person.
32.	Debenture Trustee	trustee for the Debenture Holders, in this case being AXIS TRSUTEE SERVICES LIMITED, who has given its consent to the Company as per the consent, as set out under Exhibit C.
33.	Debenture Trustee Appointment Agreement	means the debenture trustee appointment agreement dated 04 th February 2022 executed/to be executed between the Debenture Trustee and the Issuer for the appointment of the Debenture Trustee as trustee for the Debenture Holders.
34.	Debenture Trust Deed	The Debenture Trust Deed executed/to be executed between the Company and the Debenture Trustee inter alia laying down the terms and conditions governing the NCDs.
35.	Debt	means the aggregate of the Nominal Value, the Coupon, the Default Interest, the Additional Interest, costs, charges, expenses and all present and future moneys, debts and liabilities due, owing or incurred from time to time to any Finance Party under or in connection with the Debentures, the Debenture Trust Deed or any other Transaction Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise).
36.	Debt Service Reserve Account	means the account of the Issuer to be opened with Axis Bank Limited for maintaining the DSRA Amount.
37.	Deed of Hypothecation	means the deed dated 11th February 2022 executed/to be executed by the Issuer in favour of the Debenture Trustee for creating: (i) a first ranking <i>pari passu</i> charge over the Primary Security as security for the Series A Debentures, and (ii) a second ranking <i>pari passu</i> charge over the Primary Security as security for the Series B Debentures, in favour of the Debenture Trustee acting on behalf of the Debenture Holders.
38.	Deemed Date of Allotment	means in respect of both the Series A Debentures and the Series B Debentures, the date set out as the “Deemed Date of Allotment” on the front page of this Placement Memorandum under the heading ‘Issue Schedule for all Series’.
39.	Default	means an Event of Default or any event or circumstance specified in Clause 6 (<i>Events of Default and Remedies</i>) of the Debenture Trust Deed other than Clause 6.2 (<i>Consequences of Event of Default</i>) and

		Clause 6.3 (<i>Rights to disclose and publish the names of the Issuer and its directors as defaulters</i>) of the Debenture Trust Deed which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Transaction Documents or any combination of any of the foregoing, if applicable) be an Event of Default.
40.	Default Interest	means, upon the occurrence of a Payment Default, an additional interest payable on the overdue amounts in respect of the Debentures, which shall accrue at the Default Rate over and above the normal Coupon and Redemption Amount payable by the Issuer, and shall be immediately payable by the Issuer on demand by the Debenture Trustee in writing (acting pursuant to Relevant Instructions) in addition to any other amounts payable under the Transaction Documents.
41.	Default Rate	has the meaning ascribed to it in Clause 2.8 (<i>Default Interest and other payments</i>) of the Debenture Trust Deed.
42.	Depository / Depositories	means NSDL and/or CDSL, as the context requires, and the term “ Depositories ” shall be construed accordingly.
43.	Depository Participant	means the depository participant of the Pledgor, being ICICI Bank Limited.
44.	Designated Early Redemption Dates	means the date falling 2 (two) years from the Deemed Date of Allotment, and at the end of every 1 (one) year thereafter, or such other date as may be mutually agreed between the Debenture Holders and the Issuer in accordance with Applicable Laws.
45.	EBP	Electronic Book Platform
46.	EBP Bond Platform or Bond Platform	means the platform for issuance of debt securities on private placement basis required and established in accordance with Chapter VI of the Operational Circular and BSE EBP Guidelines, and any further amendments thereto.
47.	Effective Date	shall have the meaning as ascribed to such term in Paragraph 15(a) of Section A of Schedule V of the Debenture Trust Deed.
48.	EPC Agreement	shall mean the engineering, procurement and construction agreement dated 21 February 2019 entered into between the Issuer and the Exiting Sponsor, as amended by the first amendment to the engineering, procurement and construction agreement executed on 22 December 2021 between the Issuer and Existing Sponsor.
49.	Escrow Account	shall have the meaning ascribed to such term in the Escrow Agreement and the Supplementary Escrow Agreement.

50.	Escrow Agreement	shall mean the agreement executed or to be executed between the Issuer, the Lenders' Representative, the Escrow Bank and the Concessing Authority for the operation of the Escrow Account, in the form prescribed under the Concession Agreement.
51.	Escrow Bank	shall mean Axis Bank Limited, a company incorporated under the Companies Act, 1956 and having its registered office at "TRISHUL", Third Floor, Opp. Samartheshwar Temple, Nr. Law Garden, Ellisbridge, Ahmedabad – 380006 and shall, unless repugnant to the subject or context thereof, be deemed to mean and include its successors, transferees, novatees and assigns.
52.	Event of Default	has the meaning ascribed to it in Clause 6.1 (<i>Events of Default</i>) of the Debenture Trust Deed.
53.	Existing Account	shall mean the account bearing reference no 3229002900000276 and maintained with Punjab National Bank.
54.	Exiting Sponsor	shall mean Dilip Buildcon Limited, a company registered under the Companies Act, 2013 with CIN L45201MP2006PLC018689.
55.	Face Value	INR 10,00,000 (Indian Rupees Ten Lakhs only) for each Debenture.
56.	Final Redemption Date	shall mean the earlier of either: (i) 31 May 2035, being the date on which all the Debentures are scheduled to be redeemed in full; or (ii) the date on which all the Debt have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders in accordance with the terms of the Debenture Documents.
57.	Final Settlement Date	shall mean the date on which all the obligations due, owing or payable to the Debenture Holders / Debenture Trustee by the Issuer have been irrevocably and unconditionally paid, discharged or performed in full to their satisfaction in accordance with the terms of the Debenture Documents.
58.	Finance Parties	means collectively: (a) the Debenture Holders; and (b) the Debenture Trustee, and "Finance Party" means any of them.
59.	Financial Year/ FY	shall mean the accounting year of the Issuer commencing each year on April 1 st and ending on the following March 31 st , or such other period as the Issuer, with the Debenture Trustee's consent (acting in accordance with Relevant Instructions), from time to time designates as its accounting year.

60.	GOI	shall mean the Government of India
61.	Government Authority	shall mean the GOI or the government of any state of India or any ministry, department, local authority, board, statutory or regulatory authority, instrumentality, agency, corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Issuer) or commission under the direct or indirect control of the GOI or the government of any state of India or any political subdivision of any of them or owned or controlled by the GOI or the government of any state of India or any of their subdivisions, or any court, tribunal or judicial body within India.
62.	ICCL	Indian Clearing Corporation Limited
63.	Indian Rupees/INR	means the lawful currency for the time being of India.
64.	Insurance Contracts	shall mean the insurance contracts and policies required to be obtained or maintained by the Issuer or any other Person in relation to the Project pursuant to any Transaction Document or Project Document, any substitutes therefor and any additional insurance contracts or policies required, by the Debenture Trustee, to be obtained for the Project or any other insurance obtained by the Issuer or any other Person in relation to the Project.
65.	Investor(s) / Applicant(s)	Persons who fall under the category of eligibility to whom this Information Memorandum may be sent with a view to offering the Debentures on a private placement basis. Kindly refer 'Eligible Investors' section of this Placement Memorandum
66.	InvIT	shall mean an infrastructure investment trust incorporated / to be incorporated in accordance with the rules and regulations issued by SEBI, which may acquire Shares of the Borrower and in which the Sponsor Group directly or indirectly holds at least 51% (fifty one percent) of its units and holds at-least 51% shareholding in the Investment Manager of the InvIT.
67.	ISIN	International Securities Identification Number
68.	Issue Proceeds Account	means current account of the Issuer maintained with the Issue Proceeds Account Bank, bearing account number 3229002900000276.
69.	Issue Proceeds Account Bank	means Punjab National Bank or any other replacement branch or scheduled commercial bank acceptable to the Finance Parties.
70.	Issuer Securities	shall mean the unsecured optionally convertible debentures / compulsorily convertible debentures / non-convertible debentures of the Issuer issued or to be issued by the Issuer to the Sponsor from

		time to time, which as on the date of the Debenture Trust Deed comprise optionally convertible debentures of a total issued amount of INR 60,07,00,000.
71.	Lenders' Representative	shall mean the Debenture Trustee.
72.	Majority Debenture Holders	mean such number of Debenture Holders as comprise at least 60% of the total Debenture Holders by number at the ISIN level and holding an aggregate amount representing not less than 75% (seventy five percent) of the value of the outstanding Debt of the Debentures under the present Issue, excluding any further issuance of the Debentures under the same ISIN.
73.	Majority Resolution	has the meaning ascribed to it in Clause 23 of Schedule I (<i>Provisions for the meetings of the Debenture Holders</i>) of the Debenture Trust Deed.
74.	Material Adverse Effect	shall mean, as of any date of determination by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), any event or circumstance that has or is likely to have a material and adverse effect on: <ul style="list-style-type: none"> (a) the financial condition, carrying of business or operation of the Issuer; (b) the ability of the Issuer or any Obligor to perform and comply with its obligations under any Debenture Document; or (c) the legality, validity or enforceability of any of the Debenture Documents (including the ability of any Secured Party to enforce any of its remedies under the Debenture Documents or priority of the Security) and Project Documents.
75.	Memorandum	Memorandum of Association of Company
76.	Minimum Security Cover	Shall mean a security cover of at least a value equal to 1.0 times the aggregate of the Nominal Value of the Debentures, Coupon and interest payable thereon, at all times, to be maintained in respect of the Primary Security.
77.	NHAI	National Highways Authority of India
78.	Nominal Value	means INR 10,00,000/- (Indian Rupees Ten Lakhs only) being the nominal value of each Debenture.
79.	NRI	Non-resident Indian
80.	NSDL	National Securities Depository Limited

81.	O&M Contract	shall mean the operations and maintenance contract executed or to be executed between the Issuer and the O&M Contractor for performance of the O&M obligations.
82.	O&M Contractor	shall mean the person with whom the Issuer has entered into the O&M Contract, which shall be a person satisfactory to the Debenture Trustee
83.	Obligors	shall mean the Issuer, the Sponsor, the Pledgor or any other Person providing Security or contractual comfort in relation to the Debentures.
84.	Offer Documents	means the Private Placement Memorandum and the Offer Letter.
85.	Offer Letter / PAS-4	means the private placement offer cum application letter in the form specified pursuant to sub-rule (3) of Rule 14 of the Prospectus and Allotment of Securities Rules offering, by way of private placement to the Original Debenture Holders, the Debentures
86.	Operational Circular	shall mean the SEBI Operational Circular for issue and listing of Non-Convertible Securities (NCS), Securitised Debt Instruments (SDI), Security Receipts (SR), Municipal Debt Securities and Commercial Paper (CP) dated 10 August 2021 bearing reference number SEBI/HO/DDHS/P/CIR/2021/613 (including any subsequent amendments thereto).
87.	Operational Guidelines	shall mean the Operational Circular together with the BSE EBP Guidelines.
88.	Payment Default	an event the Issuer fails to pay Coupon and/or Redemption Amount payable by it under a Transaction Document on its Due Date.
89.	PCOD	shall mean the date of issuance of a provisional certificate for completion of the Project, in accordance with Clause 14.3 (<i>Provisional Certificate</i>) of the Concession Agreement.
90.	Permitted Investments	shall mean any of the following: <ul style="list-style-type: none"> (a) treasury bills or debt instruments issued by the Government of India; (b) short term and liquid bonds or certificates of deposits issued by Public Financial Institutions (as defined under the Companies Act, 2013) having not less than an AAA rating; (c) deposits with or certificates of deposits issued by scheduled commercial banks having not less than an AAA rating; (d) money market and debt-based mutual funds having not less than an AAA rating;

		<p>(e) debt mutual funds having not less than an AAA rating;</p> <p>(f) such other investments as may be permitted by the Debenture Trustee;</p> <p>and in each case which can be liquidated at not more than 2 (two) Business Days' notice without any reduction in principal amount invested.</p>
91.	Permitted Shareholding Transfer	shall mean the transfer of balance 51% (fifty-one percent) shareholding in the Issuer (on a fully diluted basis) from the Exiting Sponsor to the Sponsor.
92.	Person	shall mean any individual, corporation, partnership, association of persons, joint venture, joint stock company, trust or Government Authority.
93.	Private Placement Memorandum/ Placement Memorandum	this Placement Memorandum
94.	Pledge Agreement	shall mean the pledge agreement to be executed by and between the Sponsor, the Issuer and the Debenture Trustee, in relation to creation of an exclusive pledge over the Additional Security in favour of the Debenture Trustee acting on behalf of the Debenture Holders.
95.	Pledgor	shall mean Cube Highways and Infrastructure III Pte. Ltd. (Company Registration No. 201727089Z), a private company limited by shares, incorporated under the laws of Singapore and having its registered office at 65 Chulia Street, #47-04 OCBC Centre, Singapore 049513.
96.	Power of Attorney in relation to the Supplementary Escrow Agreement	shall mean the power of attorney executed and/or to be executed by the Issuer in relation to the Supplementary Escrow Agreement.
97.	Previous Facilities	shall mean the outstanding amounts of facilities as detailed in Schedule VII of the Debenture Trust Deed.
98.	Previous Lender(s)	shall mean the existing creditors of the Issuer as more detailed in Schedule VII of the Debenture Trust Deed.
99.	Primary Security	<p>means (i) a first ranking charge in respect of the Series A Debentures, and (ii) a second ranking charge in respect of the Series B Debentures, over:</p> <p>(a) all the Issuer's fixed assets and tangible movable assets, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other</p>

		<p>movable assets, both present and future (except the Project Assets);</p> <p>(b) all bank accounts of the Issuer, including the Existing Account, the Escrow Account and its sub-accounts , the Debt Service Reserve Account (or any account in substitution thereof) that may be opened in accordance with this Agreement, the Escrow Agreement, the Supplementary Escrow Agreement or any of the other Transaction Documents and all funds from time to time deposited therein and all funds arising from the Project, the proceeds from the Project (including, without limitation, all Annuities received) and all Permitted Investments or other securities, both present and future (except the Project Assets);</p> <p>(c) the current and non-current assets of the Issuer, both present and future (except the Project Assets);</p> <p>(d) all revenues and receivables of the Issuer whether or not deposited in the Existing Account or the Escrow Account, the book debts of the Issuer, the operating cash flows of the Issuer, uncalled capital of the Issuer, Sponsor Contribution received by the Issuer and all other commissions and revenues and cash of the Issuer (including Termination Payments), both present and future (except the Project Assets);</p> <p>(e) all intangible assets, goodwill, rights, Intellectual Property rights and undertaking of the Issuer, both present and future (except the Project Assets);</p> <p>(f) all the rights, title, interests, benefits, claims and demands whatsoever of the Issuer in the Project Documents (except the Project Assets);</p> <p>(g) the rights, title, interests and benefits of the Issuer in, to and under all the Clearances, to the extent permissible by Applicable Law (except the Project Assets);</p> <p>(h) all the rights, title, interests, benefits, claims and demands whatsoever of the Issuer in any letter of credit and guarantee (including contractor guarantees) and liquidated damages (including Contractual Damages) and performance bond provided by any Project Participant (except the Project Assets);</p> <p>(i) all the rights, title, interests, benefits, claims and demands whatsoever of the Issuer under all Insurance Contracts, policies and insurance proceeds;</p> <p>(j) the Issuer’s rights, title and interest in the Concession Agreement pursuant to the execution of the Substitution Agreement;</p> <p>so as to provide a Minimum Security Cover, in accordance with the terms of the Deed of Hypothecation.</p>
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100.	Private Placement	Offer or invitation to subscribe or issue of securities to a select group of persons by a company (other than by way of public offer) through private placement offer-cum-application, which satisfies the conditions specified in section 42 of the Act
101.	Project	shall mean the construction, operation and maintenance of the four laning of 52 km stretch between Borgaon at km 224 (existing NH 166 at Km 219.956) to Watambare at Km 276.000 (existing NH 166 at Km 272.394) on Sangli – Solapur section of NH-166 in the State of Maharashtra developed under design, build, operate and transfer basis, on hybrid annuity model by NHA1 and includes all works, services and equipment relating to or in respect of the Project and Project Assets, and its subsequent development and augmentation in accordance with the provisions of the Concession Agreement.
102.	Project Assets	shall have the meaning ascribed to such term in the Concession Agreement.
103.	Project Documents	shall mean the following: a) the Insurance Contracts; b) the Clearances; c) the O&M Contracts; d) the EPC Agreement; e) the Concession Agreement; f) any bonds, guarantees, letters of credit or other security issued pursuant to any of the Project Documents; g) any contracts or agreements entered into by the Issuer with any Government Authority in relation to the Project; h) any other agreements, documents or instruments entered into by the Issuer in respect of the development, construction, design, procurement, operation, maintenance and ownership of the Project; i) any contracts or agreements entered into by the Issuer evidencing or enabling the effective exercise of the rights granted to the Issuer and discharge by the Issuer of its obligations under any of the documents mentioned in (a) to (h) above; and j) any other agreement designated as a ‘Project Document’ by the Debenture Trustee in consultation with the Issuer (which consultation shall be non-binding).
104.	Project Participant(s)	shall mean each of the parties to any Project Document, or collectively all of them, as the case may be, other than the Issuer or

		any Finance Party.
105.	Promoter	Dilip Buildcon Limited
106.	QIB(s)	Qualified Institutional Buyer(s)
107.	RBI	means the Reserve Bank of India
108.	Recovery Expense Fund	shall mean fund referred to in Regulation 26(7) of SEBI (Issue and Listing of Debt Securities) Regulations, 2008 and created in the manner as specified by SEBI in the SEBI REF Circular.
109.	Redemption Schedule	shall mean the schedule for redemption of the Debentures as provided under Annexure 19 of this Placement Memorandum.
110.	Registrar and Transfer Agent	means Bigshare Services Private Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act 2013 with corporate identification number U99999MH1994PTC076534 and having its registered office at E-2/3, Ansa Industrial Estate, Sakivihar Road, Saki Naka, Andheri (E), Mumbai - 400 072.
111.	Relevant Instructions	shall mean the written consent obtained from the Debenture Holders pursuant to a Majority Resolution duly passed at the meeting of the Debenture Holders convened in accordance with the provisions set out in Schedule I (<i>Provisions for the meetings of the Debenture Holders</i>) of the Debenture Trust Deed.
112.	Registrar of Companies/ ROC	shall mean the 'Registrar of Companies' as provided under the Act.
113.	SEBI	means the Securities and Exchange Board of India
114.	SEBI NCS Regulations	SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended, modified or supplemented from time to time
115.	SEBI REF Circular	shall mean the circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22 October 2020 on 'Contribution by Issuers of listed or proposed to be listed debt securities towards creation of 'Recovery Expense Fund'' issued by SEBI.
116.	SEBI Regulations	means the NCS, the Operational Circular and the LODR, each as amended, varied or modified from time to time and such other applicable rules, circulars, directions, regulations, notifications and circulars issued by SEBI from time to time.
117.	Secured Obligations	shall mean all obligations at any time due, owing or incurred by the Issuer to the Debenture Trustee on behalf of the Debenture Holders, as the case may be, in respect of the Debentures and shall include (i)

		the obligation to redeem the Debentures in full terms thereof including payment of Coupon, Default Interest, Additional Interest, any outstanding remuneration of the Debenture Trustee and all fees, costs, charges and expenses payable to the Debenture Trustee/Debenture Holder(s) and other monies payable by the Issuer in respect of the Debentures under the Transaction Documents; (ii) any and all sums advanced by the Debenture Trustee in order to preserve the Security to be created by the Issuer in relation to the Debentures; (iii) in the event of any proceedings for the collection and/or enforcement of the obligations of the Issuer in respect of the Debentures, after an Event of Default shall have occurred, the expenses of retaking, holding, preparing for sale, selling or otherwise disposing of or realizing the Security or any part thereof, created / to be created by the Issuer, and/ or of any exercise of the Debenture Trustee of its rights under the relevant Transaction Documents, together with legal fees and court costs in relation thereto.
118.	Security	shall include the Primary Security and the Additional Security.
119.	Security Documents	shall mean all documents creating or evidencing creation of Security in favour of the Debenture Trustee, for securing the Secured Obligations in relation to the Debentures, and shall mean and include, collectively the Deed of Hypothecation and the Pledge Agreement (along with the power of attorney in relation thereto).
120.	Security Interest	shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever including, without limitation, (i) any conditional sale or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute, and any lease having substantially the same effect as any of the foregoing, and (ii) any designation of loss payees or beneficiaries or any similar arrangement under any Insurance Contract.
121.	Shares	shall mean all fully paid-up equity shares of the Issuer, including equity share capital and preference shares on a fully diluted basis.
122.	Share Purchase Agreement	means the share purchase agreement dated 31 August 2019 and all the amendments of the same entered into among the Sponsor, the Exiting Sponsor and the Issuer.
123.	Sponsor	shall mean Cube Highways and Infrastructure III Pte Ltd. (Company Registration No. 201727089Z), a private company limited by shares, incorporated under the laws of Singapore and having its registered office at 65 Chulia Street, #47-04 OCBC Centre, Singapore 049513.
124.	Sponsor Contribution	shall mean any amounts infused by the Sponsor into the Issuer as

		equity or unsecured subordinated debt, subject to the conditions that (i) any amounts payable by the Issuer to the Sponsor in respect of such infusion (whether by way of principal, interest, dividend or otherwise) shall be subordinated to the claims of the Debenture Holders / Debenture Trustee and shall only be repaid in compliance with the terms of the Debenture Documents.
125.	Sponsor Group	shall mean the Sponsor and/or any of its Affiliates and Cube Highways and Infrastructure Pte. Ltd., Cube Highways and Infrastructure I-D Pte. Ltd., Cube Highways and Infrastructure II Pte. Ltd., Cube Mobility Investments Pte. Ltd., Cube Highways Holdings Pte. Ltd., Cube Highways Advisory Pte. Ltd. or any of the funds over which I Squared Capital LLC (and/or any of its Affiliates) has Control. It is clarified that any limited partners investing in any of the funds managed by I Squared Capital LLC (and/or any of its Affiliates) shall not be included as part of the Sponsor Group.
126.	Sponsor Support Undertaking	shall mean the agreement, inter alia, among the Sponsor, the Issuer and the Debenture Trustee pursuant to which the Sponsor agrees to provide financial and other support to the Project and the Issuer.
127.	Step Down Coupon	As stipulated under 'Step Up / Step Down Coupon rates' in the summary Term Sheet.
128.	Step Up Coupon	As stipulated under 'Step Up / Step Down Coupon rates' in the summary Term Sheet.
129.	Stock Exchange	BSE
130.	Substitution Agreement	shall mean the substitution agreement executed and/or to be executed between the Issuer, the Concessing Authority and the Lenders' Representative in relation to <i>inter alia</i> substitution of the Issuer.
131.	Supplementary Escrow Agreement	shall mean the agreement executed or to be executed between, inter alia, the Issuer, the Debenture Trustee and the Escrow Bank for the operation of the Escrow Account and in relation to detailing the Escrow Agreement for the collection and application of monies and revenues of the Issuer.
132.	Tax	shall mean any and all present and future taxes on, including gross receipts, sales, turn-over, value-add, use, consumption, property, income, interest, franchise, capital, occupational, license, excise and documentary stamps and include customs and other duties, assessments, or fees, howsoever imposed, withheld, levied, or assessed by any country or government subdivision thereof or any other taxing authority and " Taxes " shall be construed accordingly.

133.	Termination Payments	shall mean the payments required to be made by the Concessing Authority pursuant to Article 31.3 of the Concession Agreement or any other termination payments required to be made by the Concessing Authority to the Issuer.
134.	Term Sheet	Shall mean the summary term sheet stipulating the details of Issue as set out under Annexure 7 of this Placement Memorandum
135.	Transaction Documents	shall mean, collectively, the Debenture Documents and the Project Documents.
136.	Tripartite Agreements	means the agreements entered into by the Issuer and Registrar and Transfer Agent with NSDL & CDSL, respectively.
137.	“we”, “us” or “our”	Unless the context requires otherwise, means the Company.
138.	Wilful Defaulter	Wilful defaulter means a Person who or which is categorized as a wilful defaulter by any bank or financial institution (as defined under the Act) or consortium thereof, in accordance with the guidelines on wilful defaulters issued by RBI.

**** In addition to the above definitions, all capitalised terms used but not defined herein shall, unless repugnant to the subject or context thereof, have the meaning given to such term in the Debenture Trust Deed. Notwithstanding anything contained in this Placement Memorandum, in case of any inconsistency or repugnancy between this Placement Memorandum and the Debenture Trust Deed, the Debenture Trust Deed shall prevail.**

SECTION II – DISCLAIMERS

1. **Disclaimer of Company:**

This Placement Memorandum is neither a prospectus nor a statement in lieu of a prospectus under the Companies Act. The issue of NCDs is being made strictly on a private placement basis in accordance with Applicable Laws. It does not constitute and shall not be deemed to constitute an offer or an invitation to subscribe to the NCDs to the public in general. This Placement Memorandum should not be construed to be a prospectus or a statement in lieu of prospectus under the Act.

Further, since the Issue is being made on a private placement basis, this Placement Memorandum has been prepared in accordance with the provisions of SEBI NCS Regulations and applicable provisions of the Companies Act and the rules thereunder. The provisions of Part I of Chapter III of the Companies Act shall not be applicable and accordingly, a copy of this Placement Memorandum has not been filed with the ROC or the SEBI.

This Placement Memorandum has been prepared to provide general information about the Company to potential investors to whom it is addressed and who are willing and eligible to subscribe to the NCDs. This Placement Memorandum does not purport to contain all the information that any potential Investor may require. Neither this Placement Memorandum nor any other information supplied in connection with the NCDs is intended to provide the basis of any credit or other evaluation and any recipient of this Placement Memorandum should not consider such receipt a recommendation to purchase any NCDs. Each Investor contemplating purchasing any NCDs should make its own independent investigation of the financial condition and affairs of the Company, and its own appraisal of the creditworthiness of the Company. Potential Investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the NCDs and should possess the appropriate resources to analyse such investment and the suitability of such investment to such investor's particular circumstances.

The Company reserves the right to withdraw the Issue at any time prior to the closing date thereof in the event of any unforeseen development adversely affecting the economic and/or regulatory environment or otherwise. In such an event, the Company will refund the application money, if any, collected in respect of the NCDs without assigning any reason.

The Company confirms that, as of the date hereof, this Placement Memorandum (including the documents incorporated by reference herein, if any) contains all information that is material in the context of the Issue, is accurate in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading.

This Placement Memorandum and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly and specifically through a communication by the Company and only such recipients are eligible to apply for the NCDs. All Investors are required to comply with the relevant regulations/ guidelines applicable to them for investing in this Issue. The contents of this Placement Memorandum are intended to be used only by those Investors to whom it is distributed. It is not intended for distribution to any other Person and should not be reproduced by the recipient.

The Person who is in receipt of this Placement Memorandum shall maintain utmost confidentiality regarding the contents of this Placement Memorandum and shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding the contents without the consent of the Company.

The Company does not undertake to update the Placement Memorandum to reflect subsequent events after the date of the Placement Memorandum and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Company.

This Placement Memorandum does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the NCDs or the distribution of this Placement Memorandum in any jurisdiction where such action is required. The distribution of this Placement Memorandum and the offering may be restricted by law in certain jurisdictions. Persons into whose possession this Placement Memorandum comes are required to inform them about and to observe any such restrictions. The Placement Memorandum is made available to Investors in the Issue on the strict understanding that the contents hereof are strictly confidential.

This Placement Memorandum and the contents hereof are restricted to providing information under the SEBI NCS Regulations for the purpose of inviting bids on the Bond Platform only for the Eligible Investors. An offer of private placement shall be made by the Issuer by way of issue of the signed Placement Memorandum to the successful bidders who have been addressed through a communication by the Issuer, and only such recipients are eligible to comply with the relevant regulations/guidelines applicable to them, including but not limited to Operational Guidelines for investing in this issue. The contents of this Placement Memorandum and any other information supplied in connection with this Placement Memorandum or the Debentures are intended to be used only by those Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced or disseminated by the recipient

All investors are required to comply with the relevant regulations/ guidelines applicable to them for investing in this issue of Debentures.

All Eligible Investors will have to register themselves with the Bond Platform offered by the Stock Exchange for participating in electronic book building mechanism. Investors should refer the operating guidelines for issuance of debt securities on private placement basis through an electronic book mechanism as available on web site of the Stock Exchange.

Post completion of bidding process, the Company will upload the provisional allocation on the Bond Platform. Post receipt of investor details, the Company will upload the final allocation file on the Bond Platform.

2. **Cautionary Note**

Each invited potential Investor acknowledges and agrees that each of them, (i) are knowledgeable and experienced in financial and business matters, have expertise in assessing credit, market and all other relevant risk and are capable of evaluating, and have evaluated, independently the merits, risks and suitability of subscribing to or purchasing the NCDs; (ii) understand that the Company has not provided, and will not provide, any material or other information regarding the

NCDs, except as required under Applicable Laws, (iii) have not requested the Company to provide it with any such material or other information, (iv) have not relied on any investigation that any person acting on their behalf may have conducted with respect to the NCDs, (v) have made their own investment decision regarding the NCDs based on their own knowledge (and information they have or which is publicly available) with respect to the NCDs or the Company (vi) have had access to such information as deemed necessary or appropriate in connection with purchase of the NCDs, and (vii) understand that, by purchase or holding of the NCDs, they are assuming and are capable of bearing the risk of loss that may occur with respect to the NCDs, including the possibility that they may lose all or a substantial portion of their investment in the NCDs.

It is the responsibility of each potential Investor to also ensure that they will sell these NCDs in strict accordance with this Placement Memorandum, the Transaction Documents and all other Applicable Laws, so that the sale does not constitute an offer to the public, within the meaning of the Act, as amended. The potential investors shall at all times be responsible for ensuring that it shall not do any act deed or thing which would result this Placement Memorandum being released to any third party (where such party is not an intended recipient from the Company) and in turn constitutes an offer to the public howsoever.

The distribution of this Placement Memorandum or the Application Form and the offer, sale, pledge or disposal of the NCDs may be restricted by law in certain jurisdictions. The sale or transfer of these NCDs outside India may require regulatory approvals in India, including without limitation, the approval of SEBI or RBI.

3. Disclaimer of Stock Exchange

As required, a copy of this Placement Memorandum has been submitted to the Stock Exchange for seeking in principle approval for listing of the NCDs. It is to be distinctly understood that such submission of this Placement Memorandum with the Stock Exchange or hosting the same on the website of the Stock Exchange should not in any way be deemed or construed that the Placement Memorandum has been cleared or approved by the Stock Exchange; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Placement Memorandum; nor does it warrant that this Company's NCDs will be listed or continue to be listed on the Stock Exchange; nor does it take responsibility for the financial or other soundness of this Company, its management or any scheme or project of the Company. Every Person who desires to apply for or otherwise acquire any NCDs of this Company may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Stock Exchange or any agency whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/ acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

4. Disclaimer of Debenture Trustee

The Debenture Trustee does not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Placement Memorandum and does not have any responsibility to advise any Investor or prospective Investor in the Debentures of any information available with or subsequently coming to the attention of the Debenture Trustee, its agents or advisors except as specifically provided for in the Debenture Trust Deed.

The Debenture Trustee has not separately verified the information contained in this Placement

Memorandum. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by Debenture Trustee as to the accuracy or any other information provided by the Issuer. Accordingly, the Debenture Trustee shall have no liability in relation to the information contained in this Placement Memorandum or any other information provided by the Issuer in connection with the Issue.

The Debenture Trustee is neither a principal debtor nor a guarantor of the Debentures. The Debenture Trustee ipso facto does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by the subscribers to the Debentures.

5. **Disclaimer in respect of jurisdiction**

This Issue is made in India to Investors as specified under in the section “**Issue Procedure**” on Page 96 of this Placement Memorandum, who shall be specifically approached by the Issuer. This Placement Memorandum does not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person other than the Investors. Any disputes arising out of this Issue will be subject to the non-exclusive jurisdiction of the courts and tribunals of New Delhi, India. This Placement Memorandum does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

6. **Disclaimer of Credit Rating Agency**

CRISIL’s ratings are opinions on the likelihood of timely payment of the obligations under the rated instrument and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. CRISIL’s ratings do not convey suitability or price for the investor. CRISIL’s ratings do not constitute an audit on the rated entity. CRISIL has based its ratings/outlooks on information obtained from sources believed by it to be accurate and reliable. CRISIL does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by CRISIL have paid a credit rating fee, based on the amount and type of bank facilities/instruments. CRISIL or its subsidiaries/associates may also have other commercial transactions with the entity. In case of partnership/proprietary concerns, the rating /outlook assigned by CRISIL is, inter-alia, based on the capital deployed by the partners/proprietor and the financial strength of the firm at present. The rating/outlook may undergo change in case of withdrawal of capital or the unsecured loans brought in by the partners/proprietor in addition to the financial performance and other relevant factors. CRISIL is not responsible for any errors and states that it has no financial liability whatsoever to the users of CRISIL’s rating. Our ratings do not factor in any rating related trigger clauses as per the terms of the facility/instrument, which may involve acceleration of payments in case of rating downgrades. However, if any such clauses are introduced and if triggered, the ratings may see volatility and sharp downgrades.

7. **Disclaimer of Arranger**

The Issuer has authorized Arranger to distribute this Placement Memorandum in connection with the Issue and the NCDs proposed to be issued.

Nothing in this Placement Memorandum constitutes an offer of securities for sale in any

jurisdiction where such offer or placement would be in violation of any law, rule or regulation.

The Issuer has prepared this Placement Memorandum and the Issuer is solely responsible for its contents. The Issuer will comply with all laws, rules and regulations and has obtained all governmental, regulatory and corporate approvals for the issuance of the Debentures. All the information contained in this Placement Memorandum has been provided by the Issuer or is from publicly available information, and such information has not been independently verified by the Arranger. No representation or warranty, expressed or implied, is or will be made, and no responsibility or liability is or will be accepted, by the Arranger for the accuracy, completeness, reliability, correctness or fairness of this Placement Memorandum or any of the information or opinions contained therein, and the Arranger hereby expressly disclaims, to the fullest extent permitted by law, any responsibility for the contents of this Placement Memorandum and any liability, whether arising in tort or contract or otherwise, relating to or resulting from this Placement Memorandum or any information or errors contained therein or any omissions therefrom. By accepting this Placement Memorandum, the investor agrees that the Arranger will not have any such liability.

The investor should carefully read and retain this Placement Memorandum. However, the investor is not to construe the contents of this Placement Memorandum as investment, legal, accounting, regulatory or tax advice, and should consult with its own advisors as to all legal, accounting, regulatory, tax, financial and related matters concerning an investment in the Debentures.

The Arranger may purchase and hold the Debentures for its own account or for the accounts of its customers or enter into other transactions (including derivatives) relating to the Debentures at the same time as the offering of the Debentures.

8. Forward looking statements

Certain statements in this Placement Memorandum are not historical facts but are “forward-looking” in nature. Forward-looking statements appear throughout this Placement Memorandum, including, without limitation, under the section titled “Risk Factors”. Forward-looking statements may include statements concerning the Issuer’s plans, financial performance, the Issuer’s competitive strengths and weaknesses, and the trends the Issuer anticipates in the industry, along with the political and legal environment, and geographical locations, in which the Issuer operates, and other information that is not historical information.

The forward-looking statements contained in this Placement Memorandum are based on the beliefs of the management of the Company, as well as the assumptions made by and information available to management as at the date of this Placement Memorandum. There can be no assurance that the expectations will prove to be correct. The Company expressly disclaims any obligation or undertaking to release any updated information or revisions to any forward-looking statements contained herein to reflect any changes in the expectations or assumptions with regard thereto or any change in the events, conditions or circumstances on which such statements are based. Given these uncertainties, recipients are cautioned not to place undue reliance on such forward- looking statements. All subsequent written and oral forward- looking statements attributable to the Company are expressly qualified in their entirety by reference to these cautionary statements.

SECTION III – RATIONALE FOR CREDIT RATING

Kindly refer Annexure 9

SECTION IV – GENERAL RISKS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Debentures. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

These risks may include, *among others*, business aspects, equity market, bond market, interest rate, market volatility and economic, political and regulatory risks and any combination of these and other risks. More than one risk factor may have simultaneous effect with regard to the Debentures such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Debentures.

Eligible Investors should also carefully consider risks of guarantors, if any, before making an investment in the Debentures.

To obtain a complete understanding, prospective Investors should read this section in conjunction with the remaining sections of this Placement Memorandum, as well as the other financial and statistical information contained in this Placement Memorandum.

The inability of the Issuer to pay interest, principal or other amounts on or in connection with the Debentures may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to them or which they may not currently be able to anticipate. You must rely on your own examination of the Issuer and this Issue, including the risks and uncertainties involved.

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. If any or some combination of the following risks, or other risks that are not currently known or believed to be material, actually occur, our business, financial condition and results of operation may suffer, and the trading price of, and the value of your investment in, the Debentures may decline and you may lose all or part of your investment. Prospective investors should carefully consider the risk factors relating to the business and the industry described below, together with all other information contained in this document before making any investment decision relating to the Debentures. These risks and uncertainties are not the only issues that the Company faces; additional risks and uncertainties not presently known to the Company or that are currently believed to be immaterial may also have an adverse effect on the business, results of operations, financial condition or prospects and cause the market price of the Debentures to fluctuate and consequently adversely impact the investment by investors, upon a sale of the Debentures. Unless otherwise stated in the relevant risk factors set forth below, we are not in a position to specify or quantify the financial or other risks mentioned herein.

The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another. Investors should also read the detailed information set out elsewhere in this Placement Memorandum and reach their own views prior to making any investment decision.

RISKS RELATING TO DEBENTURES / ISSUE

1. REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER

Potential investors should be aware that receipt of the principal amount and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

2. LIMITED OR SPORADIC TRADING OF THE DEBENTURES OF THE ISSUER ON THE STOCK EXCHANGES

The Company intends to list the Debentures on the whole-sale debt market segment of the Stock Exchange. The Company cannot provide any guarantee that the Debentures will be frequently traded on the stock exchange and that there would be any market for the Debentures. It is not possible to predict if and to what extent a secondary market may develop for the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading. Further, the Company may not be able to issue any further Debentures, in case of any disruptions in the securities market.

3. CREDIT RISK & RATING DOWNGRADE RISK

The Rating Agency has assigned such credit ratings to the Debentures as specified on the front page of this Placement Memorandum. In the event of deterioration in the financial health of the Company, there is a possibility that the Rating Agency may downgrade the rating of the Debentures. In such cases, potential investors may incur losses on re-valuation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms. The rating is not a recommendation to purchase, hold or sell the Debentures in as much as the ratings do not comment on the market price of the Debentures or its suitability to a particular investor. There is no assurance either that the rating will remain at the same level for any given period of time or that the rating will not be lowered or withdrawn entirely by the Rating Agency. In the event of deterioration in the rating of the Debentures, the investors may have to take loss on revaluation of their investment.

OTHER RISKS

4. RISK IN RELATION TO ISSUANCE OF DEBENTURES

Investors should note that they will be required to submit application forms and deposit application monies being an amount equal to Rs. 10,00,000 (Rupees Ten Lakhs Only) per Debenture in relation to the Debentures during the Pay-in Date on the basis of this Information Memorandum and may not have access to the final Debenture Trust Deed to be entered into between the Issuer and the Debenture Trustee

5. TAX CONSIDERATIONS AND LEGAL CONSIDERATIONS

Special tax considerations and legal considerations may apply to certain types of potential investors. Potential investors are urged to consult with their own financial, legal, tax and other professional advisors to determine any financial, legal, tax and other implications of this investment.

6. ACCOUNTING CONSIDERATIONS

Special accounting considerations may apply to certain types of taxpayers. Potential Investors are urged to consult with their own accounting advisors to determine implications of this investment.

7. RISKS IN RELATION TO THE SECURITY CREATED IN RELATION TO THE DEBT SECURITIES, IF ANY

In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may enforce the Security Interest as per the terms of Security Documents and other related documents. The Investor's recovery in relation to the Debentures will be subject to (i) the market value of such secured property, and (ii) finding willing buyers for the Security Interest at a price sufficient to repay the potential Investors amounts outstanding under the Debentures. The value realised from the enforcement of the Security may be insufficient to redeem the Debentures.

8. MATERIAL CHANGES IN REGULATIONS TO WHICH THE ISSUER IS SUBJECT COULD IMPAIR THE ISSUER'S ABILITY TO MEET PAYMENT OR OTHER OBLIGATIONS

The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

9. LEGALITY OF PURCHASE

Potential investors of the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that potential investor with any law, regulation or regulatory policy applicable to it.

10. LITIGATIONS AND CLAIMS AGAINST THE COMPANY

In the event there are any legal claims that are made against the Company that involve prolonged legal battle and any temporary proscriptions on the Company, the same may adversely affect the Company's ability to run its business.

11. FORCE MAJEURE EVENTS

War or terrorist attacks breakdown, failure or substandard performance of equipment, improper installation or operation of equipment, accidents, operational problems, transportation interruptions, epidemics/ pandemics, disruptions due to lockdowns imposed on account of pandemic or any unforeseen development adversely affecting the economic and regulatory

environment disrupting logistics in the market in which the Company conducts its business will affect the Company's operations.

12. RESIGNATION OF KEY PERSONNEL

Resignation of key employees and/ or key management personnel may affect the Company's operations.

13. MAINTENANCE OF SECURITY COVER OR FULL RECOVERY OF THE SECURITY IN CASE OF ENFORCEMENT

As the Debentures will be subordinated to certain liabilities preferred by law, in the event of bankruptcy, liquidation or winding-up, there may not be sufficient security cover remaining to pay amounts due to the Debenture Holders, which could expose the Debenture Holders to a potential loss.

14. IN CASE OF OUTSTANDING DEBT INSTRUMENTS OR DEPOSITS OR BORROWINGS, ANY DEFAULT IN COMPLIANCE WITH THE MATERIAL COVENANTS SUCH AS CREATION OF SECURITY AS PER TERMS AGREED, DEFAULT IN PAYMENT OF INTEREST, DEFAULT IN REDEMPTION OR REPAYMENT, NON-CREATION OF DEBENTURE REDEMPTION RESERVE, DEFAULT IN PAYMENT OF PENAL INTEREST WHEREVER APPLICABLE

Not Applicable

15. REFUSAL OF LISTING OF ANY SECURITY OF THE ISSUER DURING LAST THREE YEARS BY ANY OF THE STOCK EXCHANGES IN INDIA OR ABROAD

Not Applicable

**SECTION V – DISCLOSURES IN TERMS OF SEBI CIRCULAR DATED 3 NOVEMBER 2020, BEARING
REFERENCE NO. SEBI/HO/MIRSD/CRADT/CIR/P/2020/218**

1. **The Debentures shall be considered as secured only if the charged asset is registered with Sub-Registrar and Registrar of Companies or CERSAI or depository, etc., as applicable, or is independently verifiable by Debenture Trustee.**

2. **Terms and conditions of the Debenture Trustee Appointment Agreement:**
 - (a) **Fees charged:** The Debenture Trustee has agreed for remuneration as below, in terms of the Letter dated January 07, 2022 bearing reference number ATSL/CO/2021-2022/416:
 - (A) Acceptance Fee: 3,34,000/- plus applicable taxes ,
 - (B) Review Fee: NA ,
 - (C) Annual Fee: INR 5,01,000/- per annum, payable yearly in advance starting from the date of execution of the Debenture Trustee Appointment Agreement or Debenture Trust Deed (whichever is earlier) till the Debentures under the Debenture Trust Deed are fully repaid & forms for release of charge for the relevant issuances covered by the trust deeds are filed, and
 - (D) Additional Fee* (if applicable): NA.

 - (b) **Terms for carrying out due diligence:**
 - (A) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Offer Documents and the Applicable Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer's assets inspected by its officers and/or external auditors/valuers/consultants/lawyers/technical experts/management consultants appointed by the Debenture Trustee.
 - (B) The Issuer shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), CERSAI, depositories, information utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Issuer or any third party security provider for securing the Debentures, are registered / disclosed.
 - (C) Further, in the event that existing charge holders, or the concerned trustee on behalf of the existing charge holders, have provided conditional consent / permissions to the Issuer to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the

relevant transaction documents or any other documents executed between existing charge holders and the Issuer. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any.

(D) Without prejudice to the aforesaid, the Issuer shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Applicable Laws.

(E) The Debenture Trustee shall have the power to either independently appoint, or direct the Issuer to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Issuer.

(c) **Other confirmations:** The Debenture Trustee confirms that it has undertaken the necessary due diligence in accordance with Applicable Law including the SEBI (Debenture Trustees) Regulations, 1993, read with the SEBI Circular titled "Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)" dated 03 November 2020.

3. Due Diligence certificate is annexed in Annexure 17.

4. The Issuer undertakes that it shall provide the Debenture Trustee with a holding statement from the Depository Participant and that the Additional Security shall be pledged in favour of the Debenture Trustee in the depository system, within the timelines specified under the Debenture Trust Deed. It is clarified that, failure to create Additional Security shall not result in an Event of Default, so long as the Issuer redeems the Debentures in compliance with Clause 2.7(b)(v) of the Debenture Trust Deed.

5. Declaration of the Debenture Trustee

(a) It is hereby declared that this Placement Memorandum contains full disclosure in accordance with SEBI NCS Regulations issued vide SEBI Notification No. SEBI/LAD-NRO/GN/2021/39 dated 09 August 2021 and amendments made thereto.

(b) The Company also confirms that this Placement Memorandum does not omit disclosure of any material fact, which may make the statements made therein, in the light of the circumstances under which they are made, misleading. The Placement Memorandum also does not contain any false or misleading statement.

(c) The Company accepts no responsibility for the statements made otherwise than in this Placement Memorandum or in any other material issued by or at the instance of the

Company and that anyone placing reliance on any other source of information would be doing so at his own risk.

SECTION VI – DISCLOSURES AS PER FORM PAS-4

Sr. No.	Disclosure	Particulars
1.	General Information	Refer Annexure 1
2.	Particulars of Offer	Refer Annexure 2
3.	Mode of payment for subscription cheque / demand draft / other banking channels	Refer Annexure 2
4.	Disclosures with regard to interest of Directors, Litigation, etc.,	Refer Annexure 3
5.	Financial Position of the Company	Refer Annexure 4
6.	Application Form	Refer Annexure 16
7.	Declaration by Directors of the Company	Attached Exhibit B

SECTION VII – DISCLOSURES AS PER SEBI NCS REGULATIONS

Sr. No.	Disclosure	Particulars
1.	Memorandum and Articles of Association of the Company	Attached Exhibit J
2.	Necessary resolution(s) for the allotment of the NCDs	Attached Exhibit I
3.	Copy of last three years audited Annual Reports	Attached Exhibit H
4.	Statement containing particulars of, dates of, and parties to all material contracts and agreements	Refer Annexure 5
5.	Copy of the Board Resolution authorizing the borrowing and list of authorized signatories	Attached Exhibit I
6.	An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed has been executed within the time frame prescribed in the relevant regulations/act/rules, etc., and the same would be uploaded on the website of the Designated Stock exchange, where the debt securities have been listed, within five working days of execution of the same	Attached Exhibit G
7.	An undertaking from the Issuer that permission / consent from the prior creditor for a second or pari passu charge created, wherever applicable, in favour of the Debenture Trustee to the proposed Issue has been obtained.	Annexed as Annexure 18 hereto.
8.	About the Issuer A brief summary of the business/ activities of the Issuer with the details of branches or units if any and its line of business	Refer Annexure 6
9.	Issue details	Refer Annexure 7
10.	Disclosures pertaining to wilful default	Refer Annexure 8

SECTION VIII – DOCUMENTS SUBMITTED TO STOCK EXCHANGE AND DEBENTURE TRUSTEE

1. Following documents are submitted to the Stock Exchange:

- (a) This Placement Memorandum;
- (b) Memorandum and Articles of the Company
- (c) Copy of the requisite board/committee resolutions (as the case may be) authorizing the borrowing and list of authorised signatories for the allotment of the NCDs;
- (d) Copy of last 3 (Three) years audited annual reports of the Company;
- (e) Statement containing particulars of, dates of, and parties to all material contracts and agreements of the Company;
- (f) An undertaking from the Company stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed, has been executed within the time frame prescribed in the relevant regulations/Act/rules, etc. and the same would be uploaded on the website of the Stock Exchange, where the NCDs will be listed;
- (g) An undertaking that permission/ consent from the prior creditor for a second or *pari-passu* charge being created, wherever applicable, in favour of the Debenture Trustee to the proposed Issue has been obtained – **Annexure 18**; and
- (h) Any other particulars or documents that the Stock Exchange may call for as it deems fit.

2. Following documents are submitted to Debenture Trustee:

- (a) This Placement Memorandum;
- (b) Memorandum and Articles of the Company
- (c) Copy of the requisite board/committee resolutions (as the case may be) authorizing the borrowing and list of authorised signatories for the allotment of the NCDs;
- (d) Copy of last 3 (Three) years audited annual reports of the Company;
- (e) Statement containing particulars of, dates of, and parties to all material contracts and agreements of the Company;
- (f) An undertaking from the Company stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed, has been executed within the time frame prescribed in the relevant regulations/Act/rules, etc. and the same would be uploaded on the website of the Stock Exchange, where the NCDs will be listed;
- (g) An undertaking that permission/ consent from the prior creditor for a second or *pari-passu* charge being created, wherever applicable, in favour of the Debenture Trustee to the proposed Issue has been obtained – Refer **Annexure 18**;

- (h) Any other particulars or documents that the Stock Exchange may call for as it deems fit Documents as specified under the Conditions Precedent (to be submitted prior to Issue opening date); and
- (i) Such other documents as specified in Debenture Trustee Agreement as required by the Debenture Trustee.

SECTION IX – ANNEXURES

ANNEXURE 1 – GENERAL INFORMATION

1. **Details of Company:** Please refer to the table below:

Name	:	DBL Borgaon Watambare Highways Private Limited
Registered Office of Issuer	:	PLOT NO. 5, INSIDE GOVIND NARAYAN SINGH GATE, CHUNA BHATTI, KOLAR ROAD BHOPAL Bhopal MP 462016
Corporate Office of Issuer	:	Unit No. – 1901, Tower B, 19 th Floor, Plot No-C -1, World Trade Tower, Sector -16, Noida 201301 (UP)
Corporate Identification Number	:	U45203MP2018PTC045516 ,
Phone No.	:	011-48986010
Contact Person	:	Suranjan Barik
Email	:	Compliance@bwhpl.co.in
Website	:	https://www.bwhpl.co.in/

2. **Date of Incorporation:** 11th April 2018

3. **Business carried on by the Company and its subsidiaries with the details of branches or units, if any:**

The Issuer is a special purpose vehicle (SPV) that has been set up for the purpose of four Lanning of NH-166 from Borgaon (Design km: 224.000km/ Existing 219.956 of NH-166) to Watambare (Design km: 276.000 / Existing km : 272.394km of NH-166) (Design length =61.128 km) in the state of Maharashtra on Hybrid Annuity Mode

4. **Brief particulars of the management of the Company:**

Sr. No.	Name	Address	Director Identification Number (DIN)	Occupation
4.1.	Kapil Nayar	B-9, Ground Floor, Green Park Main, New Delhi - 110016	00004058	Professional

4.2.	Jayesh Ramniklal Desai	1001 Desai Oceanic V B Worlikar Marg Worli Mumbai 400030.	00038123	Self Employed
4.3.	Seema Suryavanshi	E-5/90, Arera Colony, Bhopal-462016	00039946	Self Employed
4.4.	Javed Khan	Plot No. 14, Aman colony, Naveen Nagar, Aishbagh Bhopal	08099239	Professional
4.5.	Gaurav Malhotra	C-149, Block C, Surajmal Vihar, East Delhi, Delhi- 110092	09422131	Service

5. Issuer's Absolute Responsibility:

The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Placement Memorandum contains all information with regard to the Issuer and the Issue, which is material in the context of the Issue, that the information contained in this Placement Memorandum is true and correct in all material respects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading.

6. Details of Promoter of the Issuer Company:

- 6.1. **Name of Promoter:** Dilip Buildcon Limited
- 6.2. **Date of Birth:** NA
- 6.3. **Age:** NA
- 6.4. **Permanent account number:** AACCD6124B
- 6.5. **Personal address(s):** NA
- 6.6. **Educational qualifications:** NA
- 6.7. **Business/employment experience:** NA
- 6.8. **Positions/posts/directorships held in the past:**

Sr. No.	CIN	Company Name	Begin Date
(a)	NA	NA	NA

(b)	NA	NA	NA
(c)	NA	NA	NA

- 6.9. **Business and financial activities of the Promoter:** Dilip Buildcon Limited is based in Bhopal and have construction capabilities in roads and special bridges, mining, irrigation, tunnels, airports and metros in 19 states and 1 union territory.
- 6.10. **Other ventures of the Promoter:** Dilip Buildcon Limited is based in Bhopal and have construction capabilities in roads and special bridges, mining, irrigation, tunnels, airports and metros in 19 states and 1 union territory.
- 6.11. **Special achievements:** National Highway Excellence Award 2020 for Excellence in Project Management (PPP)
- 6.12. **Photograph:** NA
- 6.13. **Declaration confirming that the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number of the promoters and Permanent Account Number of directors have been submitted to the stock exchanges on which the non-convertible securities are proposed to be listed, at the time of filing the draft offer document:**

We hereby declare confirming that the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number of the promoters (as applicable) and Permanent Account Number of directors have been submitted to the Stock Exchange on which the non- convertible securities are proposed to be listed, at the time of filing the draft Placement Memorandum.

- 6.14. **Details:**

Name of Promoter	Total No. of Equity Shares held	No. of Equity Shares in dematerialised form	Total shareholding as a % of total number of Equity Shares	No. of Equity Shares pledged	% of Equity Shares Pledged with respect to Equity Shares owned
Dilip Buildcon Limited	115238	115238	51%	115238	51%

7. Details of the Directors of the Company:

Sr. No.	Name	Address	Director Identification Number (DIN)	Occupation
7.1.	Kapil Nayar	B-9, Ground Floor, Green Park Main, New Delhi - 110016	00004058	Professional
7.2.	Jayesh Ramniklal Desai	1001 Desai Oceanic V B Worlikar Marg Worli Mumbai 400030.	00038123	Self Employed
7.3.	Seema Suryavanshi	E-5/90, Arera Colony, Bhopal-462016	00039946	Self Employed
7.4.	Javed Khan	Plot No. 14, Aman colony, Naveen Nagar, Aishbagh Bhopal	08099239	Professional
7.5.	Gaurav Malhotra	C-149, Block C, Surajmal Vihar, East Delhi, Delhi-110092	09422131	Service

8. Management's perception of risk factors: Refer Section IV (*General Risks*) of this Placement Memorandum.

9. Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of –

Sr. No.	Particulars	Particulars
9.1.	Statutory dues	There is no default in payment of statutory dues
9.2.	Debentures and interest thereon	Not Applicable
9.3.	Deposits and interest thereon	Not Applicable
9.4.	Loan from any bank or financial institutions and interest thereon	There is no default in payment of interest

- 10. Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for private placement offer process:**

Name of the Compliance Officer: Suranjan Barik; Telephone number of Compliance Officer: 9871956688 ; Email address of Compliance Officer: suranjan@bwhpl.co.in

- 11. Any default in annual filing of the Company under the Companies Act or the rules made thereunder:** Not Applicable

- 12. Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:** Please refer to Cover Page of this Placement Memorandum.

ANNEXURE 2 – PARTICULARS OF OFFER

1. **Financial Position of the Company for the last 3 financial years:** Refer clause 4, 5 and 6 of Annexure 4.
2. **Date of passing of board resolution:** 17th January 2022
3. **Date of passing of resolution in the General Meeting, authorizing the offer of securities:** 4 February 2022
4. **Kinds of securities offered (i.e. whether share or debenture) and class of security, the total number of shares or other securities to be issued:** Please refer to Cover Page of this Placement Memorandum.
5. **Price at which the security is being offered including the premium, if any, along with justification of the price:** INR 10,00,000 per debenture (at Face Value)
6. **Name and address of the valuer who performed valuation of the security offered and basis on which price has been arrived at along with report of registered valuer:** Manan Shah, A- 603 Lancelot CHSL, Near Vijay Sales, S.V. Road, Borivali (West), Mumbai - 400092
7. **Relevant date with reference to which price has been arrived at:** Not applicable
8. **Class or classes of persons to whom the allotment is proposed to be made:** Kindly refer to the 'Eligible Investors' section of this Placement Memorandum.
9. **Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) required:** NA .
10. **Change in control, if any, in the Company that would occur consequent to the private placement:** Not Applicable
11. **The number of persons to whom allotment on preferential basis/private placement/ rights issue has already been made during the year, in terms of number of securities as well as price:** NA
12. **Justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer:** Not Applicable
13. **Amount which the Company intends to raise by way of proposed offer of securities:** ₹ 333,80,00,000 (Indian Rupees Three Hundred Thirty Three Crores and Eighty Lakhs only)
14. **Terms of raising of securities :** Refer to Annexure 7
 - 14.1. **Duration, if applicable:** Refer to Annexure 7
 - 14.2. **Rate of Dividend:** Not applicable
 - 14.3. **Rate of Interest / Coupon:** Refer Annexure 7

- 14.4. **Mode of payment:** The pay-in of subscription monies for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the EBP Bond Platform into the account of the relevant clearing corporation.
- 14.5. **Mode of Repayment:** For amounts payable by the Issuer to any Debenture Holder pursuant to the terms of the Transaction Documents, cheque(s)/ electronic clearing services /credit through RTGS system/funds transfer to the specified bank account of the Debenture Holder shall be the mode of settlement.
15. **Proposed time within which allotment shall be completed:** the Debentures are proposed to be allotted on the Deemed Date of Allotment
16. **Proposed time schedule for which the private placement offer cum application letter is valid:** Please refer to Cover Page of this Placement Memorandum
17. **Purposes and objects of the offer:** Kindly refer Annexure 7
18. **Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects:** NA
19. **Principle terms of assets charged as security, if applicable:** Kindly refer Annexure 7
20. **Details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of Company and its future operations** NA
21. **Pre-issue and post-issue shareholding pattern of the Company in the following format:**

Sr. No.	Category	Pre-Issue		Post-Issue	
		No. of shares held	% of shareholding	No. of shares held	% of shareholding
A	Promoters' holding				
1	Indian	115238	51%	115238	51%
	Individuals				
	Body Corporate				
	Sub-total				
2	Foreign Promoters				

	Sub-total (A)	115238	51%	115238	51%
B	Non-Promoters' holding				
1	Institutional Investors	110718	49%	110718	49%*
2	Non-Institutional Investors				
	Private corporate bodies				
	Directors and relatives				
	Indian public				
	Others (including Non-resident Indians (NRIs))				
	Sub-total (B)	110718	49%	110718	49%*
	GRAND TOTAL	225956	100%	225956	100%

* This includes one share held by Mr. Gaurav Malhotra as nominee of Cube Highways Infrastructure III Pte. Ltd.

22. Mode of payment for subscription:

- (a) Cheque
- (b) Demand Draft
- (c) Other Banking Channels

ANNEXURE 3 – DISCLOSURES FOR INTEREST OF DIRECTORS, LITIGATION, ETC.,

1. **Any financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interest of other persons:** Not Applicable
2. **Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory body or authority against any promoter of the Company during the last three years immediately preceding the year of the issue of the private placement offer-cum-application letter and any direction issued by the Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed:** The litigations that could have any financial implications on the promoter company i.e. Dilip Buildcon Limited (DBL) are being disclosed by DBL in its notes to accounts "Contingent liability" as "Claims against the company not acknowledged as debts" in the Audited Balance Sheet
3. **Remuneration of directors (during the current year and last three financial years):** Nil for the last three financial years. In the current financial year the Independent Directors will be paid INR 40,000 as sitting fees for every board meeting and INR 20,000 for every committee meeting
4. **Related party transactions entered during the last three financial years immediately preceding the year of issue of the private placement offer-cum-application letter including with regard to loans made or guarantees given or securities provided:** As per Audited statements attached as Exhibit H
5. **Summary of reservation or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of issue of the private placement offer-cum-application letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservation or qualifications or adverse remarks:** Not Applicable
6. **Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act, 2013 or any previous company law in the last three years immediately preceding the year of issue of the private placement offer-cum-application letter in the case of company and all its subsidiaries and, if there were any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last three years immediately preceding the year of the private placement offer-cum-application letter and if so, section – wise details thereof for the company and all of its subsidiaries:** Not Applicable
7. **Details of acts of material frauds committed against the Company in the last three years, if any, and if so, the action may be taken by the Company:** Not applicable

ANNEXURE 4 – FINANCIAL POSITION OF THE COMPANY

1. The capital structure of the Company:

(i) Authorised, Issued, Subscribed and Paid-up Capital:

Authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Size of the present offer	Paid-up Capital		Share premium account	
		After the Offer	After conversion of convertible instruments (if applicable)	Before the offer	After the offer
<p>Authorised – 2,50,000 equity shares of 10 each totalling to 25,00,000</p> <p>Paid up – 2,25,956 equity shares of 10 each totalling to 22,59,560</p>	NA	22,59,560	NA	49,08,42,000	49,08,42,000

(ii) The details of the existing share capital of the Company, indicating therein, with regard to each allotment, the following:

Date of the allotment	Number of shares allotted	Face value of the shares allotted	Price	Form of consideration
11-Apr-18	50000	10	500000	Cash
08-May-19	175956	10	1759560	Cash

2. Number and price at which each of the allotments were made in the last one year preceding the date of this Placement Memorandum separately indicating the allotments made for considerations other than cash and the details of the consideration in each case.

Refer table above

3. Profits of the Company, before and after making provisions for tax, for the three financial years immediately preceding the date of issue of private placement offer-cum-application letter

Financial Year	Profit Before Tax (in lakhs)	Profit After Tax (in lakhs)
2021	(2602.44)	(2602.44)
2020	(1482.77)	(1482.77)
2019	(178.38)	(178.38)

4. Dividends declared by the Company in respect of the said three financial years; interest coverage ratio for last three years (cash profit tax plus interest paid/interest paid): Not Applicable

5. A summary of the financial position of the Company as in the three audited balance sheets immediately preceding the date of issue of private placement offer-cum-application letter:

Particulars (Rs in lakhs)	As at September 30, 2021	As at March 31, 2021	As at March 31, 2020	As at March 31, 2019
Equity and Liabilities				
Shareholders' funds				
Share capital	22.6	22.6	22.6	5.0
Reserves and surplus	-794.3	644.8	3,247.3	-178.4
Trade payables	154.4	129.3	0.0	0.0
Other current liabilities	6.2	688.6	3,309.1	1.4
Total	-611.1	1,485.4	6,579.0	-172.0
Current assets				

Cash and bank balances	2,061.1	566.4	1,828.3	24.1
Total	2,061.1	566.4	1,828.3	24.1

6. **Audited Cash Flow Statement for the three years immediately preceding the date of issue of private placement offer-cum-application letter:**

Particulars (Rs in lakhs)	As at September 30, 2021	As at March 31, 2021	As at March 31, 2020	As at March 31, 2019
Loss before and tax	-1,439.1	-2,602.4	-1,482.8	-178.4
Changes in working capital	27,926.9	-27.7	-2,034.4	-18.7
Taxes Paid (net of refunds)	0.0	0.0	0.0	0.0
Total revenue from operations	6,894.8	20,644.4	44,133.3	0.0
Other income	18.2	15.0	18.5	0.0
Total Expenses	8,352.1	23,261.8	45,634.6	178.4
Total comprehensive income Profit / loss Other comprehensive income	-1439.1	-2602.4	-1482.8	-178.4
Profit / loss after tax	-1,439.1	-2,602.4	-1,482.8	-178.4
Earnings per equity share: (a) basic; and (b) diluted	-636.9/- 636.9	-1151.74/- 1151.74	-715.6/- 715.6	-356.75/- 356.75
Continuing operations				
Discontinued operations				
Continuing and discontinued operations				
Net cash generated in operating activities	-27,988.1	-493.0	-21,572.3	-305.1
Net cash flow used in/generated from investing activities	30,623.1	-11,189.5	-18.2	0.0
Net cash flow used financing activities	-1,140.3	10,420.5	23,394.7	329.3

Net increase decrease in cash and cash equivalents	1,494.7	-1,261.9	1,804.2	24.1
Cash and cash equivalents at the beginning of the year	566.4	1,828.3	24.1	0.0
Cash and cash equivalents at the end of the year	2,061.1	566.4	1,828.3	24.1
Balance as per statement of cash flows	2,061.1	566.4	1,828.3	24.1

7. **Audited Profit and Loss Statement for the three years immediately preceding the date of issue of private placement offer-cum-application letter:**

Particulars (INR lakhs)	As at September 30, 2021	As at March 31, 2021	As at March 31, 2020	As at March 31, 2019
Revenue				
Revenue from operations	6,894.8	20,644.4	44,133.3	0.0
Other income	18.2	15.0	18.5	0.0
Total Revenue	6,913.0	20,659.4	44,151.9	0.0
Expenses				
Operating Expense	6,947.2	21,141.7	44,205.0	0.0
Employee benefits expense	0.0	0.0	0.0	0.0
Finance costs	1,396.1	2,096.8	1,327.1	108.1
Depreciation and amortization expense	0.0	0.0	0.0	0.0
Other expenses	8.8	23.3	102.5	70.3
Total expenses	8,352.1	23,261.8	45,634.6	178.4
Loss before tax	-1,439.1	-2,602.4	-1,482.8	-178.4
Income Tax	0.0	0.0	0.0	0.0

Loss for the year	-1,439.1	-2,602.4	-1,482.8	-178.4
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8. **Any change in accounting policies during the last three years and their effect on the profits and the reserves of the Company:** Not Applicable
9. **Declaration of Directors:** Refer to Annexure 11.
10. **Auditor's report along with the requisite schedules, footnotes, summary etc.:** Please refer to Annexure 20
11. **Details of any other contingent liabilities of the Issuer based on the last audited financial statements including amount and nature of liability:** Please refer to Annexure 20

ANNEXURE 5 –

STATEMENT CONTAINING PARTICULARS OF, DATES OF, AND PARTIES TO

ALL MATERIAL CONTRACTS AND AGREEMENTS

A. MATERIAL CONTRACTS

- (i) Letter appointing Registrar and Transfer Agents and Trustee;

B. DOCUMENTS

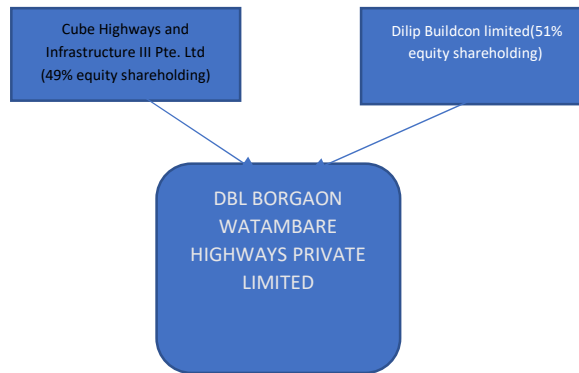
- (i) The Memorandum and Articles of Association of the Company, as amended from time to time.
- (ii) Certificate of Incorporation of the Company.
- (iii) Credit Rating Attached Separately
- (iv) Board Resolution approving the proposed private placement.
- (v) Consent letters of the Trustees to the Debenture holders.
- (vi) Annual Reports of the Company for the FY 2020-2021
- (vii) Signed Financials of the Company for the FY 2020-2021

ANNEXURE 6 – ABOUT THE ISSUER

1. Overview of the business of the Issuer:

The Issuer is a special purpose vehicle (SPV) that has been set up for the purpose of four Lanning of NH-166 from Borgaon (Design km: 224.000km/ Existing 219.956 of NH-166) to Watambade (Design km: 276.000 / Existing km : 272.394km of NH-166) (Design length =61.128 km) in the state of Maharashtra on Hybrid Annuity Mode

2. Corporate structure of the Issuer:



3. Project cost and means of financing, in case of funding of new projects: Not Applicable

4. Key operational and financial parameters for last 3 audited years on consolidated and standalone basis:

Parameters (INR Lakhs)	Upto latest half year (i.e. 30 September 2021)	FY 2021	FY 2020	FY 2019
For Non-Financial Sector Entities				
Net Fixed Assets				
Current Assets	6,329.4	5,042.1	7,207.7	53.7
Non-current Assets	27,418.2	30,604.9	19,413.9	0.0
Total assets	33,747.6	35,647.0	26,621.6	53.7
Non-Current Liabilities				
(including maturities of long-term borrowings)				

and short-term borrowings)				
Financial (borrowings, trade payables, and other financial liabilities)	26,729.1	26,473.3	17,639.2	0.0
Provisions	0.0	0.0	0.0	0.0
Deferred tax liabilities (net)	0.0	0.0	0.0	0.0
Other non-current liabilities	0.0	0.0	0.0	0.0
Current Liabilities				
(including maturities of long-term borrowings)				
Financial (borrowings, trade payables, and other financial liabilities)	7,295.8	7,400.5	2,376.1	225.1
Provisions	488.2	417.2	27.4	0.5
Current tax liabilities (net)	0.0	0.0	0.0	0.0
Other current liabilities	6.2	688.6	3,309.1	1.4
Total Liabilities	34,519.3	34,979.6	23,351.7	227.1
Equity (equity and other equity)	-771.7	667.4	3,269.9	-173.4
Total equity and liabilities	33,747.6	35,647.0	26,621.6	53.7
Profit and Loss				
Total revenue from operations	6,894.8	20,644.4	44,133.3	0.0
Other income	18.2	15.0	18.5	0.0
Total Expenses	8,352.1	23,261.8	45,634.6	178.4
Total comprehensive income	0.0	0.0	0.0	0.0
Profit / loss	-1,439.1	-2,602.4	-1,482.8	-178.4
Other comprehensive income	0.0	0.0	0.0	0.0
Profit / loss after tax	-1,439.1	-2,602.4	-1,482.8	-178.4
Earnings per equity share: (a) basic; and (b) diluted	"-636.9/-636.9"	"-1151.74/-1151.74"	"-715.6/-715.6"	-356.75/-356.75

Continuing operations				
Discontinued operations				
Continuing and discontinued operations				
Cash flow				
Net cash generated from operating activities	-27,988.1	-493.0	-21,572.3	-305.1
Net cash used in/ generated from investing activities	30,623.1	-11,189.5	-18.2	0.0
Net cash used in financing activities	-1,140.3	10,420.5	23,394.7	329.3
Cash and cash equivalents	2,061.1	566.4	1,828.3	24.1
Balance as per statement of cash flows				
Additional information				
Net worth	-771.7	667.4	3,269.9	-173.4
Cash and cash equivalents	2,061.1	566.4	1,828.3	24.1
Current investments	0.0	0.0	0.0	0.0
Net sales	6,913.0	20,659.4	44,151.9	0.0
EBITDA	-43.0	-505.6	-155.7	-70.3
EBIT	-43.0	-505.6	-155.7	-70.3
Dividend amounts	0.0	0.0	0.0	0.0
Long term debt to working capital				
Current liability ratio – current liabilities / non-current liabilities	0.3	0.3	0.3	#DIV/0!
Total Debts to Total assets	1.0	0.9	0.8	4.0
Interest service coverage ratio	NA	NA	NA	NA
Debt Service Coverage Ratios	NA	NA	NA	NA

5. **Debt: Equity Ratio of Company:**

Before Issue	5.3 (Including unsecured loan/OCDs from Sponsor)
After Issue	6.3 (Including unsecured loan/OCDs from Sponsor)

6. A Brief History of Issuer since its incorporation giving details of its following activities:

The Issuer is a special purpose vehicle (SPV) that has been set up for the purpose of four Lanning of NH-166 from Borgaon (Design km: 224.000km/ Existing 219.956 of NH-166) to Watambade (Design km: 276.000 / Existing km : 272.394km of NH-166) (Design length =61.128 km) in the state of Maharashtra on Hybrid Annuity Mode

6.1. Details of Share Capital as on last quarter end i.e. 31 December 2021:

Particulars	Amount in lakhs
Share capital	
Authorized share capital	25.00
Issued, subscribed and paid-up share capital	22.59

6.2. Changes in its capital structure as on last quarter end, for the last three years: *

Date of Change (AGM/EGM)	Particulars
NA	NA

* Pursuant to the Share Purchase Agreement, Dilip Buildcon Limited holds 51% shares in the Issuer and Cube Highways and Infrastructure III Pte. Ltd holds 49% shares in the Issuer as on 31 December 2021.

6.3. Equity Share Capital History of the Company as on last quarter end, for the last three years:-

Date of allotment	No. of equity shares	Face value INR	Issue Price INR	Consideration (cash, other than	Nature of allotment	Cumulative	Remarks
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				cash etc.)					
						No. of equity share	Equity share capital (INR)	Equity share premium (INR)	
11-Apr-18	50000	10	10	Cash	Subscription to the Memorandum	50000	500000	-	-
08-May-19	175956	10	2799.57	cash	Preferential Allotment	225956	2259560	49084 1578.9 2	-

6.4. **Details of any Acquisition or Amalgamation in the last 1 year:**

Cube Highways and Infrastructure III Pte. Ltd acquired 49% equity shares from Dilip Buildcon limited on 30 December 2021

6.5. **Details of any Reorganization or Reconstruction in the last 1 year: Not Applicable**

Type of Event	Date of Announcement	Date of Completion	Details
NA	NA	NA	NA

Details of the shareholding of the Company as on the latest quarter end, as per the format specified under the listing regulations: Particulars	Total No. of equity shares	No. of equity shares in demat form	Total Shareholding as % of total no of equity shares
Dilip Buildcon Limited	115238	115238	51.0002%
Cube Highways and Infrastructure III Pte. Ltd.	110717	110717	48.9994%
Gaurav Malhotra (Nominee of Cube Highways and Infrastructure III Pte. Ltd.	1	1	0.0004%

Notes: Shares pledged or encumbered by promoters – 115238 shares pledged by Dilip Buildcon

Limited.

6.6. **List of top 10 holders of equity shares of the Company as on the latest quarter end: 31 December 2021**

S. No.	Name of shareholder	Total No. of equity shares	No. of equity shares in demat form	Total Shareholding as % of total no of equity shares
1	Dilip Buildcon Limited	115238	115238	51
2	Cube Highways and Infrastructure III Pte. Ltd.	110717	110717	48.9994%
3	Gaurav Malhotra (Nominee of Cube Highways and Infrastructure III Pte. Ltd.	1	1	0.0004%

6.7. **Following details regarding the directors of the Company: As on date**

(a) Details of the current directors of the Company

Name, designation and DIN	DOB	Address	Date of appointment	Details of other directorships	Whether willful defaulter (Yes/No)
Gaurav Malhotra	28-12-1985	C-149, Block C, Surajmal Vihar, East Delhi, Delhi-110092	02-12-2021	DBL BORGAEON WATAMBARE HIGHWAYS PRIVATELIMITED	No
				DBL MANGALWEDHA SOLAPUR HIGHWAYS PRIVATELIMITED	
				DBL MANGLOOR HIGHWAYS PRIVATE LIMITED	
				KNR SHANKARAMPET PROJECTS PRIVATELIMITED	
				KNR TIRUMALA INFRA PRIVATE LIMITED	
Jayesh Ramnikla I Desai	17-12-1966	1001 Desai Oceanic V B Worlikar	29-12-2021	DBL BORGAEON WATAMBARE HIGHWAYS PRIVATELIMITED	No
				DBL MANGALWEDHA SOLAPUR	

		Marg Worli Mumbai 400030.		HIGHWAYS PRIVATE LIMITED	
				DBL MANGLOOR HIGHWAYS PRIVATE LIMITED	
				KNR SHANKARAMPET PROJECTS PRIVATE LIMITED	
				KNR TIRUMALA INFRA PRIVATE LIMITED	
				TRUBOARD VT PRIVATE LIMITED	
Kapil Nayar	25-08-1978	B-9, Ground Floor, Green Park Main, New Delhi - 110016	29-12-2021	NAYYAR MANIAR SHARMA & ASSOCIATES LLP	No
				DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED	
				DBL MANGALWEDHA SOLAPUR HIGHWAYS PRIVATE LIMITED	
				DBL MANGLOOR HIGHWAYS PRIVATE LIMITED	
				KNR SHANKARAMPET PROJECTS PRIVATE LIMITED	
				KNR TIRUMALA INFRA PRIVATE LIMITED	
Javed Khan	09-06-1982	Plot No. 14, Aman colony, Naveen Nagar, Aishbagh Bhopal	11-04-2018	DBL POWER TRANSMISSION PRIVATE LIMITED	No
				DBL POWER & ENERGY TRANSMISSION PRIVATE LIMITED	
				DBL TRANSMISSION PRIVATE LIMITED	
				DBL ELECTRICITY TRANSMISSION PRIVATE LIMITED	
				DEEVIN SEISMIC SYSTEMS PRIVATE LIMITED	
				DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED	
				DBL CHANDIKHOLE BHADRAK HIGHWAYS PRIVATE LIMITED	

				DBL MANGALWEDHA SOLAPUR HIGHWAYS PRIVATE LIMITED	
Seema Suryavanshi	07-11-1961	E-5/90, Arera Colony, Bhopal-462016	11-04-2018	KYMORE IRON ORE PVT LTD	No
				SURYAVANSHI MINERALS PRIVATE LIMITED	
				DNN MEDIA COMMUNICATION PRIVATE LIMITED	
				DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED	
				DBL SANGLI BORGAON HIGHWAYS PRIVATE LIMITED	
				DBL ANANDAPURAM ANAKAPALLI HIGHWAYS PRIVATE LIMITED	
				DBL MANGALWEDHA SOLAPUR HIGHWAYS PRIVATE LIMITED	
				DBL INFRA ASSETS PRIVATE LIMITED	

Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any: Not Applicable

(b) Details of change in directors since last three years:

Name, Designation and DIN	Date of Appointment	Date of Cessation, if applicable	Date of Resignation, if applicable	Remarks
Gaurav Malhotra	02-12-2021	NA	NA	NA
Jayesh Ramniklal Desai	29-12-2021	NA	NA	NA
Kapil Nayyar	29-12-2021	NA	NA	NA
Javed Khan	11-04-2018	NA	NA	NA
Seema Suryavanshi	11-04-2018	NA	NA	NA

6.8. **Following details regarding the auditors of the Company:**

(a) Details of auditors of the Company:

Name of the Auditor	Address	Auditor since
S.L Chhajed & Co	R-12, Maharana Pratap Nagar, Zone 1, Bhopal - 462011	FY 2019

(b) Details of change in auditor since last three years: Not Applicable

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of Resignation, if applicable
NA	NA	NA	NA	NA

6.9. **Details of the following liabilities of the Issuer, as at the end of the last quarter or if available, a later date:**

(a) Details of Outstanding Secured Loan Facilities:

Name of lender	Type of Facility	Amount Sanctioned (in lakhs)	Principal Amount outstanding (in lakhs)	Repayment Date / Schedule	Security
IIFCL	Loan	16392	15211	As per common facility agreement dated 05 th March 2019– This debt will be refinanced in full by the proposed Series A debentures of INR 310.4 Crores	Charge on Fixed Assets, bank accounts, Intangible assets, Escrow and substitution rights, pledge of 51% of shares
Punjab National Bank	Loan	14648	12823		

(b) Details of Outstanding Unsecured Loan Facilities:

Name of lender	Type of facility	Amount sanctioned	Principal amount outstanding (INR Lakhs)	Repayment Date / Schedule
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Dilip Buildcon Limited	Unsecured Loan	NA	99	NA
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(c) Details of Outstanding Non-Convertible Securities:

Series of NCS	Tenor/ Period of Maturity	Coupon	Amount	Date of Allotment	Redemption Date/ Schedule	Credit Rating	Secured / unsecured	Security
NA	NA	NA	NA	NA	NA	NA	NA	NA

(d) Details of list of top 10 (ten) holders of non-convertible securities in terms of value (in cumulative basis (as on 31 December 2021):

S. No.	Name of holders of Non-convertible Securities	Amount	% of total NCS outstanding
NA	NA	NA	NA

(e) Details of outstanding Commercial Paper as at the end of the last quarter ending on 31 December 2021 in the following format:

S. No.	ISIN of Commercial Paper	Maturity Date	Amount Outstanding
NA	NA	NA	NA

(f) Details of Rest of the borrowing (if any including hybrid debt like FCCB, optionally convertible debentures / preference Shares) as on 31 December:

Name of Party (in case of facility)/ Name of Instrument	Type of facility / Instrument	Amount sanctioned/ issued in lakhs	Principal Amount outstanding in lakhs	Date of Repayment/ Schedule	Credit Rating	Secured/ Unsecured	Security
Cube Highways and Infrastructure III Pte Limited	Optionally Convertible debenture	6007	6007	As per terms of OCD agreement dated 30	NA	Unsecured	NA

				October 2021 executed between DBL Bargaon Watambare Highways Private Limited and Cube Highways and Infrastructure III Pte. Ltd along with any other amendments			
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(g) Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 3 years including the current financial year: Not Applicable

(h) Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash (This information shall be disclosed whether such borrowing/debt securities have been taken/issued (i) in whole or part; (ii) at a premium or discount; or (iii) in pursuance of an option or not): Not Applicable

6.10. **The names of the debenture trustee(s) shall be mentioned with statement to the effect that debenture trustee(s) has given its consent for appointment along with the copy of the consent letter from the debenture trustee: Axis Trustee Services Limited** has given its consent to act as the Debenture Trustee in relation to the Debentures, a copy of which is annexed as **Exhibit C**.

6.11. **Details of Promoters of the Company:**

(a) Details of Promoter Holding in the Company as on the latest quarter end:

Name of shareholder	Total no. of equity shares	No. of shares in demat form	Total shareholding as % of total no. of equity shares	No. of shares pledged	% of shares pledged with respect to shares owned
Dilip Buildcon Limited	115238	115238	51%	115238	51%

(b) Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/Promoters, litigations resulting in material liabilities, corporate restructuring event, etc.,) at the time of issue

which may affect the issue or the investor's decision to invest / continue to invest in the non-convertible securities: Not Applicable

- (c) The name of the Debenture Trustee(s) with statement to the effect that the Debenture Trustee(s) has given his consent to the Issuer for his appointment. The Company has appointed Axis Trustee Services Limited, a SEBI registered debenture trustee as debenture trustee for and on behalf of the Debenture Holders. The address and contact details of the Debenture Trustee are as under:

Name: Axis Trustee Services Limited

Address: The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai – 400028

Website: www.axistrustee.in

The Debenture Trustee has by way of letter dated 07 January 2022 given its consent to the Company under Paragraph 2.3.20 of Schedule II SEBI NCS to be appointed as the Debenture Trustee to this Issue, attached as **Exhibit C**.

- (d) The detailed rating rationale (s) adopted (not older than one year on the date of opening of the Issue)/ credit rating letter issued (not older than one month on the date of opening of the Issue) by the rating agencies: **Refer Section III**.
- (e) If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain detailed payment structure (procedure of invocation of guarantee and receipt of payment by the Investor along with timelines), the same shall be disclosed in the offer document: **The NCDs are not proposed to be secured by any guarantees**.
- (f) Disclosure of Cash flow with date of interest/dividend/ redemption payment as per day count convention:
- A. The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made: **Refer Annexure 14**
- B. Procedure and time schedule for allotment and issue of securities: **Please refer to the Cover Page of this Placement Memorandum**.
- C. Cash flows emanating from the non-convertible securities shall be mentioned in the offer document, by way of an illustration: **Refer Annexure 14 (Illustration of Cash Flows)**.
- (g) Names of all the recognised stock exchanges where the debt securities are proposed to be listed clearly indicating the designated stock exchange: **BSE**.
- (h) Details of the in-principle approval for listing obtained from these stock exchange(s): in principle approval dated 8 February 2022 obtained from the Stock Exchange, annexed herewith as **Exhibit F**.

6.12. Other details of the Issue:

<p>Details of creation of debenture redemption reserve, relevant legislations and applicability</p>	<p>The Company shall create a debenture redemption reserve for the purpose of redemption of the Debentures, as and to the extent required under Applicable Law. To the extent permitted under the applicable laws, the Issuer may utilize the DSRA Amount for the maintenance of the debenture redemption reserve.</p>
<p>Issue/instrument specific regulations - relevant details (Companies Act, RBI guidelines, etc).</p>	<p>The Issue of Debentures shall be in conformity with the applicable provisions of the Act and SEBI NCS Regulations and Applicable Law.</p>
<p>Default in Payment</p>	<p>As agreed in the Debenture Trust Deed</p>
<p>Delay in Listing</p>	<p>The Issuer shall list the NCDs on the wholesale debt market segment of the Stock Exchange within 4 (four) trading days from closure of issue of the NCDs as stated in the Offer Documents. If there is a delay in listing of the NCDs beyond the said 4 (four) trading days, then the Issuer will, notwithstanding the right of the Debenture Trustee to treat this as an Event of Default, pay penal interest of 1% (one per cent) per annum for the period of delay (i.e. from the Deeded Date of Allotment to the date of listing of the NCDs) to the NCD Holders.</p>
<p>Delay in allotment of securities and unblocking of application money in case of refund</p>	<p>If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) days from the date of receipt of the application money, it shall repay the application money to the applicants within 15 (fifteen) calendar days from the expiry of the 60 (sixty) days.</p> <p>If the Issuer fails to repay the application money within the aforesaid period, then Issuer shall be liable to repay the application money along with interest at 12% (twelve percent) per annum from the expiry of the 60th day. The allotment of securities shall take place only in accordance with applicable law</p>
<p>Issue Details</p>	<p>3338 senior, listed, rated, secured, redeemable, non-convertible Debentures of the face value of INR 10,00,000 each,</p>

	aggregating to ₹ 333,80,00,000 (Indian Rupees Three Hundred Thirty Three Crores and Eighty Lakhs only)
Application process	As per Annexure 15
Project details: gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project	NA , the project has achieved PCOD
Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any.	As per Section VI

ANNEXURE 7 – ISSUE DETAILS

1. Summary term sheet with following information (where relevant) pertaining to the Secured Non-Convertible debt securities (or a series thereof):

S. No	Basic Details of Debentures	
1.	Security Name (Name of the debt securities/non-convertible redeemable preference shares which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	<p>For Series A Debentures: DBWHPL 6.32% Series A Debentures 2035</p> <p>For Series B Debentures: DBWHPL 6.32% Series B Debentures 2035</p>
2.	Issuer	DBL Borgaon Watambare Highways Private Limited
3.	Type of Instrument / Instrument	Senior Rated Listed Secured Non-Convertible Debentures (“NCDs” or “Debentures”)
4.	Nature of Instrument (Secured or Unsecured)	Secured
5.	Seniority (Senior or Subordinated)	Senior
6.	Eligible Investors	<p>All QIBs (As entailed in the EBP guidelines issued by SEBI) Specifically as below:</p> <p>Banks, Mutual Funds, Non-Banking Finance Companies, Financial Institutions, Insurance Corporations, Provident & Pension Funds, Corporate Investors, Foreign Portfolio Investors and any other participant eligible to invest in accordance with the relevant regulations/ guidelines applicable to them for investing in this issue.</p>
7.	Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	BSE Limited. The Debentures shall be listed on BSE Limited within 4 trading days from the close of the issue.
8.	Rating of the Instrument	AA+ Positive by CRISIL
9.	Issue Size	<p>Up to INR 333,80,00,000 /- (Indian Rupees Three Hundred and Thirty Three Crores and Eighty Lakhs only) (in 2 series as mentioned below) –</p> <p>Series A: INR 310,40,00,000 (Indian Rupees Three Hundred Ten Crores and Forty Lakhs only) and</p> <p>Series B: INR 23,40,00,000 (Indian Rupees Twenty Three Crores and Forty Lakhs only)</p>

10.	Minimum subscription	Not applicable
11.	Option to retain oversubscription (Amount)	Not applicable
12.	Objects of the Issue / Purpose for which there is requirement of funds in case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	<p>The Issuer will use the proceeds from the issue of the Series A Debentures towards the following purposes:</p> <p>(a) refinancing the Previous Lenders in full; and</p> <p>(b) towards meeting balance costs in relation to the Project as permitted by the NHAI.</p> <p>The Issuer will use the proceeds from the issue of the Series B Debentures towards the creation and maintenance of the Debt Service Reserve Amount.</p> <p>However, the Issuer shall not use the issue proceeds for investment in capital markets and real estate (land acquisition) and will be in compliance with applicable end use guidelines of Reserve Bank of India.</p> <p>The Issuer is not an NBFC.</p>
13.	Details of the utilization of the Proceeds	Same as above
14.	Coupon/Dividend Rate	Means interest on the Debentures calculated at a rate of (I) 6.32% per annum for a period of 1 (one) year following the Deemed Date of Allotment, and (II) 6.61% per annum thereafter, and as may be further adjusted for the Step Up Coupon, Critical Step Up Coupon, Step Down Coupon or Critical Step Down Coupon (as the case may be), and payable on each Coupon Payment Date.
15.	Step Up/Step Down Coupon Rate	For a downgrade in the credit rating of the Debentures from AAA to AA+, the Coupon shall be increased by 35 (thirty five) basis points, and for a further downgrade of the credit rating from AA+ to AA, the Coupon shall stand increased by further 25 (twenty five) basis points (collectively, the “ Step Up Coupon ”); without any further action being required from the Debenture Trustee. For any upgrade in the then prevailing credit rating of the Debentures from AA to AA+, the Coupon shall be reduced by 25 (twenty five) basis points, and thereafter for upgrade in the credit rating from AA+ to AAA, the Coupon shall be reduced by further 35 (thirty five) basis points (collectively, the “ Step Down Coupon ”); without any further action being required from the Debenture Trustee. It is clarified that the Coupon as on the date of

		<p>this Offer Document has been specified on the basis of a 'AA+ Positive' rating.</p> <p>In the event there is a downgrade in the credit rating of the Issuer / Debentures by any Credit Rating Agency, such that the rating of Issuer / Debentures falls to AA- or below ("Critical Rating Downgrade"), the Coupon shall be increased by 100 (one hundred) basis points for each notch downgrade from below AA ("Critical Step Up Coupon"). For any upgrade in the then prevailing credit rating of the Debentures up to AA, the Coupon shall be reduced by 100 (one hundred) basis points for each notch upgrade ("Critical Step Down Coupon"), without any further action being required from the Debenture Trustee.</p> <p>Any Step Up Coupon / Critical Step Up Coupon shall be applicable from the date of corresponding downgrade of the credit rating in respect of the Debentures.</p> <p>Any Step Down Coupon and/or Critical Step Down Coupon shall be applicable from the date of corresponding upgrade of the credit rating in respect of the Debentures.</p> <p>It is clarified that lowest rating of the Credit Rating Agency shall be considered for the purpose of determining the Step Up Coupon / Critical Step Up Coupon.</p>
16.	Depository	NSDL and/or CSDL as the context may require.
17.	Face Value of NCDs	INR 10,00,000 (Rupees Ten Lakhs) per NCD
18.	Minimum Application and in multiples of thereafter	1 Debenture and in multiples of 1 thereafter
19.	Issue Price	Rs. 10,00,000 (Rupees Ten Lakhs) per NCD
20.	Discount at which security is issued and the effective yield as a result of such discount.	Not applicable
21.	Creation of recovery expense fund / Creation of Recovery Expense Fund	The Company shall create a recovery expense fund (REF) in the manner specified by SEBI from time to time and inform the Debenture Trustee about the same. The Company proposing to list debt securities shall deposit an amount equal to 0.01% of the issue size subject to maximum of Rs. 25 lakhs per issuer towards REF with the 'Designated Stock Exchange' to cover cost and expenses

		in relation to enforcement in the Event of Default as specified in SEBI circular having reference number-SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 and dated 22 October 2020, as amended or modified from time to time.		
22.	Issue Timing	As mentioned in Annexure 15 of this Placement Memorandum		
23.	Issue Opening Date	As mentioned on the first page of this Placement Memorandum.		
24.	Issue Closing Date	As mentioned on the first page of this Placement Memorandum.		
25.	Date of earliest closing of Issue, if any	As mentioned on the first page of this Placement Memorandum.		
26.	Pay-IN Date	As mentioned on the first page of this Placement Memorandum.		
27.	Deemed Date of Allotment	As mentioned on the first page of this Placement Memorandum.		
28.	Record Date	in respect of a Debenture means the day falling 15 (fifteen) days before any Coupon Payment Date or Redemption Date, as the case may be for the purposes of actual calculation.		
29.	Tenor/ Door to door tenor	13 years 3 months 9 days from the Pay-In Date with a Put/ Call option at the end of 2 years from the Pay-In Date and every year thereafter, or such other date as may be mutually agreed between the Debenture Holders and the Issuer in accordance with Applicable Laws		
30.	Redemption Date / Repayment Schedule and Redemption Amounts		Repayment date	Repayment %
			30-Jun-22	0.50%
			31-Dec-22	1.00%
			31-May-23	2.00%
			30-Nov-23	2.50%
			31-May-24	4.20%
			30-Nov-24	4.20%

			31-May-25	4.40%	
			30-Nov-25	4.40%	
			31-May-26	4.55%	
			30-Nov-26	4.55%	
			31-May-27	4.70%	
			30-Nov-27	4.70%	
			31-May-28	4.50%	
			30-Nov-28	4.50%	
			31-May-29	4.70%	
			30-Nov-29	4.70%	
			31-May-30	4.70%	
			30-Nov-30	4.70%	
			31-May-31	3.35%	
			30-Nov-31	3.40%	
			31-May-32	3.35%	
			30-Nov-32	3.35%	
			31-May-33	3.30%	
			30-Nov-33	3.30%	
			31-May-34	4.11%	
			30-Nov-34	4.22%	
			31-May-35	2.12%	
			Total	100.00%	
31.	Put Date/Call Date	Put/Call option shall be exercisable at the end of 2 years from the Deemed Date of Allotment and every year thereafter and as more particularly detailed under the debenture trust deed.			

32.	Put Price	As per the terms of the Debenture Trust Deed
33.	Call Price	As per the terms of the Debenture Trust Deed
34.	Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	<p>Each Debenture Holder shall have the right to require the Issuer to redeem all of the Debentures at par held by such Debenture Holders on the Designated Early Redemption Event Dates by issuing a notice to the Issuer ("Put Option Notice"), within the period beginning from 105 (one hundred and five) days prior to the designated early redemption event dates and ending on 90 (ninety) days prior to the Designated Early Redemption Event Dates, calling upon the Issuer to redeem the Debentures in full.</p> <p>Detailed process as set out in Debenture Trust Deed.</p>
35.	Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call) /	<p>The Issuer shall, between each period starting from 105 (one hundred and five) days prior to any Designated Early Redemption Event Date and ending on 75 (seventy five) days prior to such Designated Early Redemption Event Dates, have the option of delivering a notice to the Debenture Trustee ("Call Option Notice"), intimating the Debenture Trustee of its desire to redeem all Debentures at par, in full ("Call Option"). The Issuer shall upon issuance of such Call Option Notice be entitled to redeem all the Debentures at par, in full, provided that such Call Option Notice shall be issued at least 30 (thirty) days prior to the date proposed for early redemption as specified in the Call Option Notice.</p>
36.	Settlement mode of Instruments	RTGS / NEFT / ECS / ICCL
37.	Coupon/ Dividend payment dates	30 June 2022, 31 December 2022, and thereafter, 31 May and 30 November of every Financial Year
38.	Disclosure of Interest/Dividend/redemption dates	Coupon payments dates and the Redemption dates as per the amortisation schedule specified in Annexure 19 of the Private Placement Memorandum.
39.	Coupon /Dividend Payment Frequency	Semi-annual – 30 June 2022, 31 December 2022, and thereafter, 31 May and 30 November of every Financial Year
40.	Cumulative / non-cumulative, in case of dividend	Not Applicable

41.	Coupon Type (Fixed, floating or other structure) / Interest Type	Fixed, subject to the terms of the Debenture Trust Deed whereby upon the occurrence of certain events, the Coupon can be increased or reduced (as the case may be).				
42.	Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	<p>During the period falling at least 120 (one hundred and twenty) days prior to the Designated Early Redemption Event Dates and no later than 105 (one hundred five) days prior to the Designated Early Redemption Event Dates, each Debenture Holder and the Issuer shall have the right to specify a revised Coupon, the highest of which shall replace the then existing Coupon as the revised Coupon (“Revised Coupon”) from the earliest Designated Early Redemption Event Date.</p> <p>Detailed process as set out in Debenture Trust Deed.</p>				
43.	Day Count Basis (Actual / Actual)	Actual/Actual				
44.	Interest on Application Money	No interest on application money shall be payable				
45.	Default Interest Rate	Amounts due and unpaid on due date shall attract additional interest of 2% per annum over the Coupon for the period of default. Other events which attract levy of penal interest are more particularly detailed in the Debenture Trust Deed.				
46.	Redemption Amount / Redemption Price	in respect of a Debenture, the sum of the Nominal Value, the accrued Coupon, Default Interest (if any), Additional Interest (if any), upfront fee (if any) and any other Debt.				
47.	Redemption Premium /Discount	Not applicable as the Debentures will be redeemed at par.				
48.	All covenants of the issue (including side letters, accelerated payment clause, etc.)	<p>Customary to the transaction of this nature and as more specifically detailed in the Debenture Trust Deed including but not limited to:</p> <p>Financial Covenants</p> <p>The below Financial Covenants shall be tested on an annual basis for trailing 12 months, based on audited results of the Issuer:</p> <table border="1" data-bbox="748 1680 1482 1816"> <thead> <tr> <th>Ratios</th> <th>Parameter</th> </tr> </thead> <tbody> <tr> <td>DSCR</td> <td>Not below 1.10x</td> </tr> </tbody> </table> <p>The first such testing would happen from Mar 31, 2023</p>	Ratios	Parameter	DSCR	Not below 1.10x
Ratios	Parameter					
DSCR	Not below 1.10x					

		<p>onwards</p> <p>The DSCR is the ratio of A:B where:</p> <p>A = cash flow available for debt service for the trailing twelve-month period ending on a given calculation Date; wherein cash flow available for debt service is to be computed as cash revenue plus other income plus any Sponsor Infusion less operating expenditure, NHA1 premium (if any), cash taxes (including actual tax outgo), contribution required to be made to the Major Maintenance Reserve Account as specified in Schedule IX (Major Maintenance Reserve) of the Debenture Trust Deed, as per the Base Case Business Plan..</p> <p>and</p> <p>B = Debt service for the twelve-month period ending on that calculation Date; wherein Debt service is to be computed as sum of Redemption Amount of the Debentures and the Coupon payable.</p> <p>“Sponsor Infusion” shall mean the funds lying to the credit of the Distribution Account or any other funds infused by the Sponsor or the Sponsor Group.</p> <p>The Issuer shall submit a certificate from an empanelled chartered accountant stating that the Issuer is in or not in compliance with the Financial Covenants and setting out, in reasonable details, the calculations in relation to the Financial Covenants for each Financial Year within 30 (thirty) days from the date of testing of the Financial Covenants in accordance with this clause.</p> <p><u>Information Covenants</u></p> <ul style="list-style-type: none"> (i) Issuer shall submit copies of audited standalone and consolidated financial statements for each Financial Year withing 60 (sixty) days after the end of such Financial Years; (ii) Issuer shall submit copies quarterly financial statements and reserves details for each financial quarter within 45 (forty five) days from the end of such financial quarter; (iii) Such other information covenants as specified under the Debenture Trust Deed. (iv) The Issuer undertakes that the audited financials submitted to the Stock Exchange are not older than 6 months from the date of this Placement
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		Memorandum.
49.	<p>Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/ Information Memorandum / Security</p>	<p>The Debentures and all interest, fees, commission and other monies in respect thereof shall be secured, to the extent permitted under the Concession Agreement, by:</p> <ul style="list-style-type: none"> (i) a first ranking charge in respect of the Series A Debentures, and (ii) a second ranking charge in respect of the Series B Debentures, over: <ul style="list-style-type: none"> (a) all the Issuer’s fixed assets and tangible movable assets, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, both present and future (except the Project Assets); (b) all bank accounts of the Issuer, including the Existing Account, the Escrow Account and its sub-accounts , the Debt Service Reserve Account (or any account in substitution thereof) that may be opened in accordance with this Agreement, the Escrow Agreement, the Supplementary Escrow Agreement or any of the other Transaction Documents and all funds from time to time deposited therein and all funds arising from the Project, the proceeds from the Project (including, without limitation, all Annuities received) and all Permitted Investments or other securities, both present and future (except the Project Assets); (c) the current and non-current assets of the Issuer, both present and future (except the Project Assets); (d) all revenues and receivables of the Issuer whether or not deposited in the Existing Account or the Escrow Account, the book debts of the Issuer, the operating cash flows of the Issuer, uncalled capital of the Issuer, Sponsor Contribution received by the Issuer and all other commissions and revenues and cash of the Issuer (including Termination Payments), both present and future (except the Project Assets); (e) all intangible assets, goodwill, rights, Intellectual Property rights and undertaking of the Issuer, both present and future (except the Project Assets); (f) all the rights, title, interests, benefits, claims and demands whatsoever of the Issuer in the Project

		<p>Documents (except the Project Assets);</p> <ul style="list-style-type: none"> (g) the rights, title, interests and benefits of the Issuer in, to and under all the Clearances, to the extent permissible by Applicable Law (except the Project Assets); (h) all the rights, title, interests, benefits, claims and demands whatsoever of the Issuer in any letter of credit and guarantee (including contractor guarantees) and liquidated damages (including Contractual Damages) and performance bond provided by any Project Participant (except the Project Assets); (i) all the rights, title, interests, benefits, claims and demands whatsoever of the Issuer under all Insurance Contracts, policies and insurance proceeds; (j) the Issuer’s rights, title and interest in the Concession Agreement pursuant to the execution of the Substitution Agreement; <p>so as to provide a Minimum Security Cover, in accordance with the terms of the Deed of Hypothecation.</p> <p>Additional Security</p> <p>An exclusive pledge over up to 51% of the Shares on a fully diluted basis and the Issuer Securities issued by the Issuer, created in favour of the Debenture Trustee (acting on behalf of the Debenture Holders), in accordance with the terms of the Pledge Agreement.</p> <p>Timelines for creation of the Primary Security: Prior to the listing of Debentures. Charge over the Primary Security shall be perfected by filing Form CHG-9 within 10 (ten) Business Days from the date of execution of the Deed of Hypothecation.</p> <p>Timeline for creation of Additional Security:</p> <ul style="list-style-type: none"> (a) The Issuer shall submit an application for creation of pledge over 100% of the Issuer Securities and 49% of the fully paid up equity share capital and preference share capital of the Issuer to the AD Bank within 30 (thirty) days from the Deemed Date of Allotment; (b) In case the AD Bank is of the opinion that such pledge as set out in sub-clause (a) above requires the approval of the RBI, the Issuer shall submit with
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		<p>the AD Bank an application addressed to the RBI for creation of such pledge within 10 (ten) days of being instructed by the AD Bank to do so;</p> <p>(c) The Sponsor shall execute the Pledge Agreement (and the power of attorney in relation thereto) in favour of the Debenture Trustee and file the Form 28/Annexure W with the Depositories and issue appropriate instructions to the Depository and Depository Participants, within (i) 3 (three) months from the date of receipt of the AD Bank approval for creation of such pledge, or (ii) 6 (six) months, from the date of receipt of instructions of the AD Bank for creation of such pledge (if required as per sub-clause (b) above), as applicable;</p> <p>(d) The Issuer shall submit an application for creation of pledge over a further 2% of the fully paid up equity share capital and preference share capital of the Issuer (i.e., aggregating to 51% of the fully paid up equity share capital and preference share capital of the Issuer) and the additional Issuer Securities which shall be issued by the Issuer in replacement of the Existing Sponsor Loans, within 30 (thirty) days from the Effective Date;</p> <p>(e) In case the AD Bank is of the opinion that such pledge as set out in sub-clause (d) above requires the approval of the RBI, the Issuer shall submit with the AD Bank an application addressed to the RBI for creation of such pledge within 10 (ten) days of being instructed by the AD Bank to do so;</p> <p>(f) The Sponsor shall create and perfect such pledge over 51% of the fully paid up equity share capital and preference share capital of the Issuer by filing of the Form 28/Annexure W with the Depositories and issue of appropriate instructions to the Depository and Depository Participants, within (i) 3 (three) months from the date of receipt of the AD Bank approval for creation of such pledge, or (ii) 6 (six) months from the date of receipt of instructions of the AD Bank for creation of such pledge (if required as per sub-clause (e) above), as applicable.</p> <p>Provided that, notwithstanding anything contained in the Debenture Documents, failure to create the Additional Security in the manner and within the timelines specified above, shall not result in an Event of Default so long as the Issuer redeems the Debentures in</p>
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		<p>full in accordance with Clause 2.7(b)(vii) of the Debenture Trust Deed.</p> <p>Additional Interest</p> <p>If the Primary Security is not created and perfected, in each case within the timelines as stipulated in the Debenture Trust Deed or other Debenture Documents, Additional Interest of 2% (two percent) per annum (or such higher rate as may be prescribed under Applicable Laws) shall be payable on the Debentures, from the end of the stipulated timeline and until the date of creation and perfection of the Primary Security to the satisfaction of the Debenture Holders.</p>
50.	Transaction Documents	<ul style="list-style-type: none"> (a) the Debenture Trust Deed; (b) the Offer Documents; (c) the Debenture Trustee Appointment Agreement; (d) the Sponsor Support Undertaking; (e) the Escrow Agreement; (f) the Supplementary Escrow Agreement; (g) the Power of Attorney in relation to the Supplementary Escrow Agreement; (h) the Substitution Agreement; (i) the letters issued by the Debenture Trustee and the Credit Rating Agencies; (j) the letters appointing the Registrar and Transfer Agent with respect to the issuance of the Debentures; (k) the agreement entered into between the Registrar and Transfer Agent and the Issuer with respect to the issuance of the Debentures; (l) the Tripartite Agreements; (m) the board and shareholders resolutions and any other corporate authorizations from the Issuer as may be applicable as per the provisions of the Act; (n) the agreement entered into by the Issuer with the EBP Bond Platform; (o) the credit rating letters and credit rating rationale from the Credit Rating Agency; (p) the listing agreement between the Issuer and the Stock Exchange for listing of the Debentures;

		<p>(q) the Security Documents, as applicable;</p> <p>(r) any and all other documents executed or issued in relation to the issuance of the Debentures including any amendments thereto and any other document designated as a Transaction Document by the Debenture Trustee or the Debenture Holders or required in accordance with Applicable Laws; and</p> <p>(s) Project Documents.</p>
51.	Conditions Precedent to Disbursement	As specified in Annexure 12 of this Placement Memorandum.
52.	Conditions Subsequent to Disbursement	As specified in Annexure 12 of this Placement Memorandum.
53.	Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement) /	<p>The events of default as specified below, subject to the cure periods and carve outs as specifically detailed in the Debenture Trust Deed:</p> <ul style="list-style-type: none"> i. Default in payment of any amounts payable pursuant to the Debenture Documents, on the respective due dates; ii. non utilization of proceeds of the Issue for the Purpose; iii. Breach of covenants and representations iv. If security is not created or perfected within the timelines specified under the Debenture Documents v. Insolvency, bankruptcy or similar proceedings of the Issuer / Sponsor or financial difficulties; vi. Material adverse effect; vii. Delisting of the Debentures; viii. Cessation of business ix. Invalidity, illegality or unenforceability of any Transaction Document or termination, suspension or repudiation thereof; x. Failure to obtain, renew, maintain or comply with Clearances in relation to the Debenture Documents or the Concession Agreement; xi. It becomes unlawful for the Issuer or the Sponsor to carry out the Project to perform their obligations under the Transaction Documents;

		<p>xii. Cross default of the Issuer or the Sponsor;</p> <p>xiii. If the Issuer or the Concessing Authority Abandons the Project or threatens (in writing) to do so; and</p> <p>xiv. such other events as specified under the Debenture Trust Deed.</p> <p>Manner of voting and conditions of joining the inter-creditor agreements shall be compliance with applicable laws including SEBI circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/ P/2020/203 dated 13 October 2020 and more particularly detailed in the Debenture Trust Deed.</p>
54.	Conditions for breach of covenants (as specified in Debenture Trust Deed)	<p>Upon occurrence of an Event of Default, the Debenture Trustee shall have the right to take all steps/actions as prescribed under applicable laws and specified under the offer letter/information memorandum/debenture trust deed including steps prescribed under the SEBI circular on “Standardisation of procedure to be followed by Debenture Trustee(s) in case of ‘Default’ by Issuer s of listed debt securities” dated October 13, 2020 having reference number: SEBI/HO/MIRSD/CRADT/CIR/P/2020/203.</p>
55.	Provisions related to Cross Default Clause	<p>(i) The Issuer or the Sponsor defaults in the payment either of principal, or interest or any other money due or payable on any of its Financial Indebtedness (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) under any loan agreement, facility agreement or similar agreements, and such payment default is not rectified within the cure period (if any) provided by the relevant lenders.</p> <p>(ii) Occurrence of an event defined or otherwise described as an event of default of the Issuer or Sponsor under any loan agreements, facility agreements or similar agreements entered into by the Issuer or the Sponsor.</p> <p>(iii) Failure by the Issuer to pay one or more amounts due to any creditor under any non-appealable judgments or decrees which shall have been executed against the Issuer.</p> <p>(iv) Occurrence of a default (howsoever described) in relation to the Existing Sponsor Loans, unless such default is cured by the Issuer / Sponsor to the</p>

		satisfaction of the Debenture Trustee within 7 (seven) days of occurrence.
56.	Role and Responsibilities of Debenture Trustee	The Debenture Trustee shall have the roles and responsibilities as set forth in Debenture Trust Agreement.
57.	Risk factors pertaining to the issue	As specified by the Company under the heading “Management’s Perception of Risk Factors” in the Information Memorandum.
58.	Governing Law	Transaction documents shall be governed by the Laws of India
59.	Jurisdiction	New Delhi

Notes:

1. If there is any change in Coupon Rate pursuant to any event including elapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.
2. The list of documents which has been executed in connection with the Issue and subscription of debt securities shall be annexed.
3. While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of the Placement Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.
4. The Issuer shall provide granular disclosures in their placement memorandum, with regards to the “Object of the Issue” including the percentage of the issue proceeds earmarked for each of the “object of the issue”.

ANNEXURE 8 – DISCLOSURE PERTAINING TO WILFUL DEFAULTER

The following disclosures shall be made if the Issuer or its promoter or director is declared wilful defaulter:

- (a) Name of the bank declaring as a wilful defaulter: Not Applicable
- (b) The year in which it was declared as a wilful defaulter: Not Applicable
- (c) Outstanding amount when declared as a wilful defaulter: Not Applicable
- (d) Name of the entity declared as a wilful defaulter: Not Applicable
- (e) Steps taken, if any, for the removal from the list of wilful defaulters: Not Applicable
- (f) Other disclosures, as deemed fit by the issuer in order to enable Investors to take informed decisions: Not Applicable
- (g) Any other disclosure as specified by the Board. Not Applicable

ANNEXURE 9 – CREDIT RATING LETTER AND RATING RATIONALE

Separately attached

ANNEXURE 10 – UNDERTAKING BY ISSUER

Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the offer including the risks involved. The securities have not been recommended or approved by the any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of 'Risk factors' provided under the Section IV (*General Risks*).

The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Placement Memorandum contains all information with regard to the Issuer and the issue, that the information contained in the offer document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

The Issuer has no side letter with any debt securities holder except the one(s) disclosed in the offer document/placement memorandum. Any covenants later added shall be disclosed on the website of the Stock Exchange where the debt is listed.

ANNEXURE 11 – DIRECTOR ATTESTATION

We, as directors of the Issuer, hereby attest that:

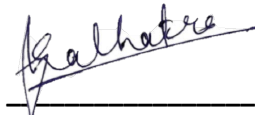
- a) the Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder;
- b) the compliance with the said Acts and the rules made thereunder does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government;
- c) the monies received under the offer shall be used only for the purposes and objects indicated in the Placement Memorandum;
- d) whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association

Investment in non-convertible securities involve a degree of risk and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section IV of this Placement Memorandum. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

I am authorized by the Board of Directors of the Company vide resolution number 09/2021-22 passed on 17th January 2022 to sign this Placement Memorandum and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of Placement Memorandum and matters incidental thereto have been complied with. Whatever is stated in Placement Memorandum and in the attachments thereto is true, correct and complete and no information material to the subject matter of Placement Memorandum has been suppressed or concealed and is as per the original records maintained by the Promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to Placement Memorandum.

For DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED



Name: **Gaurav Malhotra**

Designation: **Director**

Date: **21/02/2022**



Place: New Delhi

Attachments:-

- **Copy of Board resolution**
- **Copy of shareholders resolution**
- **Optional attachments, if any**

ANNEXURE 12 – CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT

The Issuer shall have undertaken the following actions and/or provided to the Debenture Trustee the following documents:

PART A - CONDITIONS PRECEDENT

The Issuer shall have submitted the following conditions precedent documents for each Series A Debentures and Series B Debentures as follows:

Prior to signing of the Debenture Trust Deed:

Charter Documents

1. A certified true copy of the certificate of incorporation of the Issuer with the Charter Documents.
2. A certified true copy of the certificate of incorporation of the Sponsor with the Charter Documents.

Resolutions

3. A certified true copy of a resolution of the board of directors of the Issuer under Sections 42, 71 and 179 of the Act:
 - (i) approving the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and resolving that it can execute the Transaction Documents to which it is a party, including the issuance of the Offer Letter for the allotment of the Debentures on a private placement basis to the Debenture Holder;
 - (ii) authorising a specified Person or Persons to execute the Transaction Documents to which it is mentioned in (a) above on its behalf; and
 - (iii) authorising a specified Person or Persons, on its behalf, to sign and/or dispatch all documents and notices to be signed or dispatched by it under or in connection with the Transaction Documents mentioned in (a) above.
4. Certified true copies of the resolution of the shareholders of the Issuer under Sections 180(1)(a) and Section 180(1)(c) of the Companies Act, 2013 for the execution of the Transaction Documents.
5. Consent letters from ISQ Asia Infrastructure Holdings II Pte. Ltd., Green Rock B 2014 Limited as trustee of the Green Stone A 2014 Trust, and such other entities as may be required by the Debenture Trustee in respect of the entry of the Sponsor into the Debenture Documents to which it is a party.

Intimations/ Third Party Agreements

6. Receipt of consent from the registrar to act as the registrar and transfer agent for the issue of Debentures along with a copy of the agreement entered with the Registrar.
7. Appointment of Debenture Trustee and submission of consent letter of the Debenture Trustee to

act as the trustee for the Issue.

8. Execution and receipt of the Debenture Trustee Appointment Agreement and the Debenture Trust Deed.
9. Execution of the Deed of Hypothecation.
10. Receipt of credit rating for the Debentures from a Credit Rating Agency (which shall be no older than a period of 30 days prior to the Deemed Date of Allotment) together with the rating rationale (which shall be no older than 180 days prior to the Deemed Date of Allotment).
11. Receipt of the Tripartite Agreements.
12. Execution and receipt of the simplified debt listing agreement between the Issuer and the Stock Exchange.
13. Execution and receipt of the agreement entered into by the Issuer with the EBP Bond Platform.
14. Payment of all regulatory fees as may be required under Applicable Laws in connection with the issuance and listing of the Debentures.

Others

15. Certified true copy of the specimen signature certificate setting out the specimen signature of each person authorized by the Issuer's board of directors/committee of directors and shareholders' resolutions.
16. Certificate from a director/authorised officer of the Issuer certifying that:
 - (i) each copy of the conditions precedent documents is correct, complete and in full force and effect as on the date of the certificate;
 - (ii) there are no restrictions on the borrowing powers of the Issuer as per its constitutional documents, the Transaction Documents and corporate authorizations and it is authorized to raise debt in accordance with the provisions of the Companies Act, 2013, as amended;
 - (iii) no Default has occurred and is continuing and no such event or circumstance will result as a consequence of the Issuer performing any obligation contemplated under the Debenture Documents has occurred and/or is continuing as of the date of the certificate;
 - (iv) no event has occurred which has or could reasonably be expected to have a Material Adverse Effect;
 - (v) the representations and warranties made are true and correct in all material respects on and as of the date of the transaction documents and the date of such certificate;
 - (vi) the Issuer is and will be, after issuance of the Debentures, in full compliance with all provisions of the Debenture Documents, its constitutional documents, any document to which it is a party or by which it is bound, and any laws and regulations applicable to it;

- (vii) there is no pending or threatened litigation, investigation or proceeding that may have a Material Adverse Effect;
 - (viii) all authorisations or other documents, opinion or assurance which the Debenture Trustee considers to be necessary or desirable (in connection with the entry into and performance of the transactions) contemplated by any Debenture Document for the validity and enforceability of any Debenture Documents has been obtained including the authorisations or other documents authorizing a committee of directors duly constituted by the board to *inter alia* identify investors and approve the terms of the Issue, including the persons authorized for undertaking all actions in relation to the Debentures; and authorising specified Persons for the filing of the forms, issuing the certificates and undertaking all actions in connection with the issuance of the Debentures;
 - (ix) all taxes, statutory dues, including without limitation, statutory dues have been duly paid by the Issuer save and except taxes disputed in good faith and for which adequate provisions have been made; and
 - (x) neither the Issuer nor its directors / promoters are on ECGC Caution list / specific approval list, RBI's defaulters / caution list, COFEPOSA defaulters list or any bank's defaulters list, and are not connected to any non-performing asset / one-time settlement / compromise / unscrupulous defaulters, and that no director of the Issuer is disqualified under the section 164 of the Companies Act, 2013 and Applicable Laws.
17. A certified copy of the most recent annual financial statements of the Issuer (which shall be dated no later than 6 (six) months before the Issue Opening Date).
 18. Any other documents requested by the Debenture Trustee as per the SEBI Regulations.
 19. Acknowledgement for creation of Recovery Expense Fund.
 20. The Obligors (as may be applicable) shall have obtained all consents, waivers, approvals, permissions and authorizations from other lenders and any other Persons which are required in connection with the execution and delivery of the Transaction Documents, creation of Security and the consummation of the transactions / obligations contemplated under the Transaction Documents, and shall have submitted a copy of the same to the Debenture Trustee. If no such consent is required by the Issuer and/or the Obligor (as may be applicable), the directors of the Issuer and the Obligors (as may be applicable) shall confirm the same.
 21. Completion of all 'Know Your Customer' compliances of the Issuer and each of the Obligors (as may be applicable) to the satisfaction of the Debenture Trustee and the Debenture Holders and submission of all documents relating to the Issuer and each of the Obligors (as may be applicable) as required by the Debenture Trustee or Debenture Holders for completion of 'Know Your Customer' checks.
 22. Sponsor's consent letter for the Issuer to enter into the Debenture Documents in a form satisfactory to the Debenture Trustee.
 23. Exiting Sponsor's consent letter for the Issuer to enter into the Debenture Documents in a form satisfactory to the Debenture Trustee.

Prior to Deemed Date of Allotment:

24. Certified true copy of the resolution of the Board or any duly constituted committee of the Board approving the allotment of the Debentures to the identified investors.
25. Uploading the Private Placement Memorandum on the BSE-EBP Bond Platform at least 5 Business Days before the Issue Opening Date.
26. An original of each of the following Transaction Documents duly executed by all parties thereto and appropriately stamped, in form and substance satisfactory to the Original Debenture Holders:
 - (a) each Offer Document;
 - (b) the Debenture Trustee Appointment Agreement; and
 - (c) Debenture Trust Deed.
27. Certified true copy of the in-principle approval of the Stock Exchange for listing of the Debentures.
28. Submission of the signed Offer Letter and delivered to each identified investor (serially numbered and addressed specifically to each identified investor) as required under the Companies Act 2013.
29. Receipt of the ISIN from the Depository for the issuance of the Series A Debentures and Series B Debentures in dematerialized form.
30. Receipt of a letter from the Concessing Authority certifying the achievement of PCOD.
31. A copy of the Legal Entity Identifier Code obtained by the Issuer in line with RBI circular DBR.No.BP.BC.92/21.04.048/2017-18 dated 02 November 2017.
32. Copies of all Clearances obtained.
33. A legal opinion and conditions-precedent satisfaction letter from Khaitan & Co. in a form and manner satisfactory to the Debenture Trustee.

Appointment of Consultants and Resolution of Issues

34. The Lenders' Independent Engineer shall have been appointed for such scope of work as decided by the Debenture Trustee. The Issuer shall have undertaken to pay all fees, expenses and other charges payable to the Lenders' Independent Engineer and to provide all information as may be required by it for undertaking its scope of work.
35. The Lender' Representative shall have appointed the Lenders' Insurance Advisor and such other consultants as may be required by it, in consultation with the Issuer, on the terms and scope of work to be decided by the Debenture Trustee. The Issuer shall have undertaken to pay or arrange the payment of all fees, expenses and other charges payable to such consultants and to provide all information as may be required by them for undertaking their respective scope of work.

Project Documents

36. The Issuer shall have entered into all Project Documents, required to be executed as of the Deemed Date of Allotment, for the successful completion and for the operations of the Project. The Issuer shall carry out changes in such documents as may be required by the Debenture Trustee or their consultants. The Issuer shall provide a certificate that the Issuer and all Project Participants shall have complied with all the condition precedents (excluding the waived conditions) mentioned in the Project Documents and the Project Documents should be in full force and effect. The Issuer shall have delivered a certified copy of such Project Documents to the Debenture Trustee.

Opinions and Reports

37. The Lenders' Independent Engineer, the Lenders' Insurance Advisor, and other consultants shall have provided to the Debenture Trustee, in a form and manner satisfactory to the Debenture Trustee, due diligence reports, as applicable, in relation to their respective scope of work in relation to the Project, as decided by the Debenture Trustee. The report of the Lenders' Independent Engineer shall inter alia cover vetting of the Project costs, O&M expenses and major maintenance expenses in relation to the Project, as well as the Project's implementation schedule. The Lenders' Independent Engineer shall have examined the reasonability of the Project costs, O&M cost estimates and major maintenance cost estimates forming part of the Base Case Business Plan. In case of any adverse observations by the Lenders' Independent Engineer, the Issuer shall have made suitable arrangements for maintaining the levels of O&M costs and major maintenance costs as indicated by the Lenders' Independent Engineer to the satisfaction of the Debenture Trustee / Debenture Holders. The report of the Lenders' Insurance Advisor shall inter alia certify that the Issuer has obtained insurances in relation to the Project in accordance with best industry practices.
38. The Issuer shall have agreed to resolved all issues raised by the Debenture Trustee and its consultants, including the Lenders' Independent Engineer, the Lenders' Legal Counsel, Lenders' Insurance Advisor pursuant to the due diligence undertaken by each of them and shall incorporate necessary changes to the satisfaction of the Debenture Trustee in the Project Documents.
39. A letter of confirmation from the Debenture Trustee that all conditions precedent for allotment of the Debentures have been satisfied.

Concessioneing Authority Approval

40. The Issuer shall have obtained the approval from the Concessioneing Authority for issuing the Debentures, refinancing the Previous Lenders and change in lenders. The Issuer shall have complied with all the conditions stipulated in such approval granted by the Concessioneing Authority and shall have also provided an undertaking that it shall make necessary changes to the Transaction Documents as may be required by the Concessioneing Authority.

Section 281 Compliance

41. The Issuer shall have furnished to the Debenture Trustee with the certified true copy of the application submitted by it with Deputy Commissioner of Income Tax or any other appropriate Government Authority, duly acknowledged as received, requesting for permission under Section

281 of the Income Tax Act, 1961.

42. The Issuer shall have furnished a certificate from an independent chartered accountant, in a form and manner satisfactory to the Debenture Trustee, stating that there are no Taxes or statutory dues / liabilities pending to be paid by it, no proceedings have been initiated or are pending against the Issuer under the Income Tax Act, 1961, no notice has been served on the Issuer in terms of Rule 2 of the Second Schedule to the Income Tax Act, 1961 and that no claims have been received in respect of any Tax or any other sum payable by the Issuer as a result of completion of any proceedings under the Income Tax Act, 1961.
43. The Issuer shall have provided to the Debenture Trustee with a certificate from an independent chartered accountant certifying that there are no Taxes or statutory dues pending to be paid by the Sponsor, in a form and manner satisfactory to the Debenture Trustee.

Credit Rating

44. The Issuer shall have obtained, at its own cost, a credit rating for the Debentures from a Credit Rating Agency, acceptable to the Debenture Trustee. The minimum credit rating required for the issuance of the Debentures shall be AAA/AA+.

Previous Lenders

45. The Issuer shall have furnished to the Debenture Trustee, a balance confirmation statement from each Previous Lender reflecting all outstanding monies due (including break up of interest and principal) and payable to such Previous Lender in relation to the Project, along with their condition no-objection certificate for refinancing the Previous Facilities.

Insurance

46. Evidence satisfactory to the Debenture Trustee that the Issuer has obtained adequate insurance cover during operation phase and paid all premium in relation thereto, as per the advice of the Lenders' Insurance Advisor or as required by the Debenture Trustee.

Creation of Reserves

47. The Issuer shall have created and maintained the Major Maintenance Reserve in accordance with Schedule V (*Issuer's Covenants*) Paragraph 20 (*Debt Service Reserve Amount and Major Maintenance Reserve*).

PART B - CONDITIONS SUBSEQUENT

Conditions Subsequent for both the Series A Debentures and the Series B Debentures

The Issuer shall undertake the following actions and/or provided to the Debenture Trustee the following documents:

1. Certified true copy of the resolution of the Board or any duly constituted committee of the Board under Section 42, Section 71 and Section 179 of the Companies Act, inter-alia approving the identified investors from the successful bidders, to whom the Offer Letter is to be issued to, to be passed on the Deemed Date of Allotment.
2. Issue of Letter of Allotment for Series A Debentures and Series B Debentures on the Deemed Date of Allotment.
3. Credit into the dematerialised accounts of the Debenture Holders of the Debentures within 2 (two) days from the Deemed Date of Allotment.
4. Maintain a record in Form PAS-5 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures with the prescribed fee within 30 (thirty) days from the date of the Offer Letter.
5. Within 4 (four) trading days of the Issue Closure Date, provide confirmation of listing of the Debentures on the wholesale debt market segment of the Stock Exchange.
6. The Issuer shall, from time to time, in accordance with the terms of the Debenture Trust Deed, furnish any information or documents as may be required by the Debenture Trustee.
7. Filing of a return of allotment of securities under Form PAS-3 under Section 42 of the Companies Act, 2013 read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) days of the Deemed Date of Allotment along with a list of the Debenture Holders and with the prescribed fee.
8. The Issuer shall ensure that the Escrow Agreement, the Supplementary Escrow Agreement, the Substitution Agreement are executed within 180 (one hundred eighty) days from the Deemed Date of Allotment.
9. The Issuer shall ensure that the Existing Account is closed / subsumed under / replaced with the Escrow Account under the terms of the Escrow Agreement and the Supplementary Escrow Agreement within 180 (one hundred eighty) days from the Deemed Date of Allotment.
10. Filing of Form CHG-9 with the Registrar of Companies by no later than 10 (ten) Business Days from the date of execution of the Deed of Hypothecation.
11. Creation and perfection of pledge over the Additional Security within the timelines specified under Schedule VI (Security Creation and Other Compliance) Paragraph 5 (Timeline for Creation of Additional Security).
12. The Issuer shall procure the no-dues certificate from the Previous Lenders and submit a copy of

the same to the Debenture Trustee by no later than 120 (one hundred twenty) days from the Deemed Date of Allotment or such other extended period as may be mutually agreed by the Debenture Trustee and the Issuer.

13. The Issuer shall deliver to the Debenture Trustee, a certificate from an independent chartered accountant, stating the end-use of the proceeds of the Debentures, substantially in the form and manner satisfactory to the Debenture Trustee, within 30 days from the Deemed Date of Allotment, which shall be continued to be given till such time the issue proceeds have been fully utilised or the purpose for which these proceeds were raised have been fully utilised, as per the requirements of Regulation 52 (7) of LODR.
14. Any additional insurance coverage (as may be required under the report of the Lenders' Insurance Advisor) within 90 days from the Deemed Date of Allotment.
15. The Issuer shall promptly upon receipt, furnish to the Debenture Trustee the permission required under Section 281 of the Income Tax Act, 1961 in respect of the Security created by the Issuer.
16. The Issuer shall create the Debt Service Reserve Account and maintain the Debt Service Reserve Amount thereunder is being maintained as required under Paragraph 20 of Section A of Schedule V of the Debenture Trust Deed by no later than 3 (three) Business Days from the Deemed Date of Allotment.
17. The Issuer shall have assigned all insurance policies pertaining to the Project in favour of Debenture Trustee by no later than 30 (one hundred thirty five) days from the date of receipt of the no-dues certificate from the Previous Lenders.
18. The Issuer shall procure a certified true copy or certified true extract of the resolutions of the Board of Directors of the Sponsor inter alia approving undertaking of obligations and execution of the Debenture Documents to which it is a party, within 90 (ninety) days from the Deemed Date of Allotment.
19. Execution of the Sponsor Support Undertaking within 90 (ninety) days from the Deemed Date of Allotment.
20. A certified true copy or certified true extract of the resolutions of the shareholders of the Sponsor in respect of entry of the Sponsor and execution of the Debenture Documents to which it is a party, within 90 (ninety) days from the Deemed Date of Allotment.
21. Certificate(s) from a director/authorised officer of the Sponsor certifying the specimen signature of each person authorized by the Sponsor's board of directors and shareholders' resolutions, within 90 (ninety) days from the Deemed Date of Allotment.
22. Legal opinion(s) from Shook Lin & Bok LLP in connection with the Sponsor's entry into the Debenture Documents to which it is a party in a form and manner satisfactory to the Debenture Trustee.

ANNEXURE 13 – SECURITY

1. The NCDs and the Secured Obligations shall be secured in favour of the Debenture Trustee by:
 - (a) An exclusive pledge over Shares representing 49% (forty nine percent) of the fully paid up equity share capital and preference share capital of the Issuer (if the Issuer has issued any preference shares) (on fully diluted basis) held by the Pledgor ("**Pledged Shares I**");
 - (b) An exclusive pledge created over Shares representing additional 2% (two percent) of the fully paid up equity share capital and preference share capital of the Issuer (if the Issuer has issued any preference shares) (on fully diluted basis) held by the Pledgor ("**Pledged Shares II**") (i.e., up to an aggregate of 51% (fifty one percent) of the total equity share capital and preference share capital of the Issuer);
 - (c) An exclusive pledge created over the optionally convertible debentures / compulsorily convertible debentures / non-convertible debentures of the Issuer issued or to be issued by the Issuer to the Sponsor from time to time which as on the date of the Debenture Trust Deed comprise optionally convertible debentures of a total issued amount of INR 60,07,00,000 ("**Issuer Securities**");
 - (d) (i) A first ranking pari passu charge over the Primary Security for the Series A Debentures, and (ii) a second ranking pari passu charge over the Primary Security for the Series B Debentures, so as to provide a Minimum Security Cover.

2. The Issuer shall create and shall ensure that the other Obligors create the Security Interests referred to above within the following timelines:

The Issuer shall ensure that the Pledgor shall create and perfect pledge over the Additional Security within the following timelines:

- (a) The Issuer shall submit an application for creation of pledge over 100% of the Issuer Securities and 49% of the fully paid up equity share capital and preference share capital of the Issuer to the AD Bank within 30 (thirty) days from the Deemed Date of Allotment;
- (b) In case the AD Bank is of the opinion that such pledge as set out in sub-clause (a) above requires the approval of the RBI, the Issuer shall submit with the AD Bank an application addressed to the RBI for creation of such pledge within 10 (ten) days of being instructed by the AD Bank to do so;
- (c) The Sponsor shall execute the Pledge Agreement (and the power of attorney in relation thereto) in favour of the Debenture Trustee, file the Form 28/Annexure W with the Depositories and issue appropriate instructions to the Depository and Depository Participants, within (i) 3 (three) months from the date of receipt of the AD Bank approval for creation of such pledge, or (ii) 6 (six) months, from the date of receipt of instructions of the AD Bank for creation of such pledge (if required as per sub-clause (b) above), as applicable and file the statement containing particulars of charge of the Pledge Agreement with the Accounting and Corporate Regulatory Authority of Singapore within 30 days of the date of the Pledge Agreement and stamp the Pledge Agreement with the

Inland Revenue Authority of Singapore within 14 days of the date of the Pledge Agreement;

- (d) The Issuer shall submit an application for creation of pledge over a further 2% of the fully paid up equity share capital and preference share capital of the Issuer (i.e., aggregating to 51% of the fully paid up equity share capital and preference share capital of the Issuer) and the additional Issuer Securities which shall be issued by the Issuer in replacement of the Existing Sponsor Loans, within 30 (thirty) days from the Effective Date;
- (e) In case the AD Bank is of the opinion that such pledge as set out in sub-clause (d) above requires the approval of the RBI, the Issuer shall submit with the AD Bank an application addressed to the RBI for creation of such pledge within 10 (ten) days of being instructed by the AD Bank to do so;
- (f) The Sponsor shall create and perfect such pledge over 51% of the fully paid up equity share capital and preference share capital of the Issuer by filing of the Form 28/Annexure W with the Depositories and issue of appropriate instructions to the Depository and Depository Participants, within (i) 3 (three) months from the date of receipt of the AD Bank approval for creation of such pledge, or (ii) 6 (six) months from the date of receipt of instructions of the AD Bank for creation of such pledge (if required as per sub-clause (e) above), as applicable.

Provided that, notwithstanding anything contained in the Debenture Documents, failure to create the Additional Security in the manner and within the timelines specified above, shall not result in an Event of Default so long as the Issuer redeems the Debentures in full in accordance with Clause 2.7(b)(vii) of the Debenture Trust Deed.

- (g) Creation of charge over the Primary Security, in favour of the Debenture Trustee prior to the Deemed Date of Allotment and filing of Form CHG-9 in respect of such charge within 10 (Ten) Business Days from the date of execution of the Deed of Hypothecation.

ANNEXURE 14 – ILLUSTRATION OF CASH FLOWS

Company	DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Face Value	10,00,000/-
Issue Size	₹ 333,80,00,000 (Indian Rupees Three Hundred Thirty Three Crores Eighty Lakhs only)
Final Maturity Date	31-May-35
Coupon Rate	6.32% for 1 st year and 6.61% for balance years
Frequency of payment of Coupon and Additional Interest	Semi Annual
Day Count Convention	Actual /Actual

Payment Date	Opening Balance	Principal Repayment	Closing Balance	No of Days	Coupon	Net Cash Flows
22 February 2022	10,00,000		10,00,000			-10,00,000
30 June 2022	10,00,000	5,000	9,95,000	128	22,163	27,163
31 December 2022	9,95,000	10,000	9,85,000	184	31,700	41,700
31 May 2023	9,85,000	20,000	9,65,000	151	26,521	46,521
30 November 2023	9,65,000	25,000	9,40,000	183	31,893	56,893
31 May 2024	9,40,000	42,000	8,98,000	183	31,067	73,067
30 November 2024	8,98,000	42,000	8,56,000	183	29,679	71,679
31 May 2025	8,56,000	44,000	8,12,000	182	28,213	72,213
30 November 2025	8,12,000	44,000	7,68,000	183	26,910	70,910
31 May 2026	7,68,000	45,500	7,22,500	182	25,313	70,813
30 November 2026	7,22,500	45,500	6,77,000	183	23,944	69,444
31 May 2027	6,77,000	47,000	6,30,000	182	22,314	69,314

30 November 2027	6,30,000	47,000	5,83,000	183	20,879	67,879
31 May 2028	5,83,000	45,000	5,38,000	183	19,268	64,268
30 November 2028	5,38,000	45,000	4,93,000	183	17,781	62,781
31 May 2029	4,93,000	47,000	4,46,000	182	16,249	63,249
30 November 2029	4,46,000	47,000	3,99,000	183	14,781	61,781
31 May 2030	3,99,000	47,000	3,52,000	182	13,151	60,151
30 November 2030	3,52,000	47,000	3,05,000	183	11,665	58,665
31 May 2031	3,05,000	33,500	2,71,500	182	10,053	43,553
30 November 2031	2,71,500	34,000	2,37,500	183	8,998	42,998
31 May 2032	2,37,500	33,500	2,04,000	183	7,849	41,349
30 November 2032	2,04,000	33,500	1,70,500	183	6,742	40,242
31 May 2033	1,70,500	33,000	1,37,500	182	5,620	38,620
30 November 2033	1,37,500	33,000	1,04,500	183	4,557	37,557
31 May 2034	1,04,500	41,100	63,400	182	3,444	44,544
30 November 2034	63,400	42,200	21,200	183	2,101	44,301
31 May 2035	21,200	21,200	-	182	699	21,899

ANNEXURE 15 – APPLICATION PROCESS

The Debentures being offered as part of the issue are subject to the provisions of the Companies Act, 2013, the Memorandum and Articles of Association of the Company, the terms of this Placement Memorandum, the Application Form (**Annexure 16**) and other terms and conditions as may be incorporated in the Transaction Documents.

1. Issue procedure

- (a) All Eligible Investors should refer the operating guidelines for issuance of debt securities on private placement basis through an electronic book mechanism as available on the website of the Stock Exchange. Investors will also have to complete the mandatory know your customer verification process. Investors should refer to the BSE EBP Guidelines in this respect. Only eligible Investors may apply for the Debentures by completing the Application Form in the prescribed format in BLOCK LETTERS in English as per the instructions contained therein. No application can be made for fraction of a Debenture. Application forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and interest/ redemption warrants.
- (b) Prospective subscribers must make their own independent evaluation and judgment regarding their eligibility to invest in the Issue. Prior to making any investment in these Debentures, each investor should satisfy and assure herself/ himself/itself that it is authorized and eligible to invest in Debentures. The issuer shall be under no obligation to verify the eligibility /authority of the investor to invest in these Debentures.

2. Application procedure

Since the aggregate issue size is more than INR 100 crores, the Issuer shall abide by the Securities and Exchange Board of India circular number SEBI/HO/DDHS/P/CIR/2021/613 on 'Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper' dated 10 August 2021 along with operational guidelines issued by the Stock Exchange providing Operational Guidelines for issuance of Securities on Private Placement basis through an Electronic book Mechanism. We have enumerated below the bidding process in brief for your ready reference:

- (a) Issuer to register themselves on the Bond Platform from the below URL:
https://bond.bseindia.com/Issuer_Registration.aspx
- (b) Investor(s) can register themselves on the Bond Platform from the below URL:
https://bond.bseindia.com/Investor_Registration.aspx
- (c) Timeline for issue setup and bidding window:

Activity	Timeline
----------	----------

Uploading Placement Memorandum	At least 5 (five) Business Days prior to the Issue Opening Date.
Bidding announcement on the Bond Platform along with details of bid opening and closing time	At least 1 (one) working day before initiating the bidding process
Minimum time frame for Bidding window	The Issue shall be open for at least one hour

(d) The bidding window shall be open for the period between 10:45 A.M. to 11:45 A.M

(e) Bid shall be made by way of entering bid amount in Indian Rupees (INR)

3. **Settlement**

Pay in towards the allotment of securities shall be done from the account of the bidder to whom allocation is to be made. Pay in shall be done through clearing corporation of the BSE, ICCL.

Subscription should be as per the final allocation made to the successful bidder as notified by the Issuer.

Successful bidders should do the funds pay-in to the following bank accounts of ICCL ("**ICCL Bank Account**"):

ICICI Bank

Beneficiary Name	:	INDIAN CLEARING CORPORATION LTD
Account Number	:	ICCLEB
IFSC Code	:	ICIC0000106
Mode	:	NEFT/RTGS

Yes Bank		
Beneficiary Name	:	INDIAN CLEARING CORPORATION LTD
Account Number	:	ICCLEB
IFSC Code	:	YESBOCMSNOC
Mode	:	NEFT/RTGS

HDFC Bank		
Beneficiary Name	:	INDIAN CLEARING CORPORATION LTD
Account Number	:	ICCLEB
IFSC Code	:	HDFC0000060
Mode	:	NEFT/RTGS

Successful bidders must do the funds pay-in to the ICCL Bank Account on or before 01:00 PM. on the Pay In Date (“**Pay-in Time**”). Successful bidders should ensure to do the funds pay-in from their same bank account which is updated by them in the Bond Platform while placing the bids. In case of mismatch in the bank account details between Bond Platform and the bank account from which payment is done by the successful bidder, the payment would be returned back.

Note: In case of failure of any successful bidder to complete the funds pay-in by the Pay-in Time or the funds are not received in the ICCL Bank Account by the Pay-in Time for any reason whatsoever, the bid will liable to be rejected and the Issuer shall not be liable to the successful bidder.

Funds pay-out on the Pay-In Date would be made by ICCL to the following bank account of the Issuer:

Bank	:	Punjab National Bank
Branch:	:	LCB BHOPAL
Account Number	:	3229002900000276
IFSC Code	:	PUNBOB14200
Mode	:	NEFT/RTGS

Cheque(s), demand draft(s), money orders, postal orders will not be accepted. The Issuer assumes no responsibility for any applications lost in mail. The entire amount of INR 10,00,000 (Indian Rupees Ten Lakhs) per Debenture is payable on application.

Applications should be for the number of Debentures applied by the Applicant.

The applicant or in the case of an application in joint names, each of the applicant, should mention his/her Permanent Account Number (PAN) allotted under the Income-tax Act, 1961 or where the same has not been allotted, the GIR No. and the Income tax Circle/Ward/District. As per the provision of Section 139A (5A) of the Income Tax Act, 1961, PAN/GIR No. needs to be mentioned on the TDS certificates. Hence, the investor should mention his PAN/GIR No. In case neither the PAN nor the GIR Number has been allotted, the applicant shall mention “Applied for” nor in case the applicant is not assessed to income tax, the applicant shall mention ‘Not Applicable’ (stating reasons for non-applicability) in the appropriate box provided for the purpose. Application Forms without this information will be considered incomplete and are liable to be rejected.

All applicants are requested to tick the relevant column “Category of Investor” in the Application Form. Public/ Private/ Religious/ Charitable Trusts, Provident Funds and Other Superannuation Trusts and other investors requiring “approved security” status for making investments.

For further instructions about how to make an application for applying for the Debentures and procedure for remittance of application money, please refer to the Issue Details and the Application Form.

4. **Settlement Summary**

Timelines	Activity for Clearing Corporation
T Day	Bidding Session
T+1 Day	<p>Successful Bidders to transfer funds from bank account (s) registered with the EBP Bond Platform to the bank account of ICCL to the extent of funds pay in obligation on T Day and in any case before 1:00 PM on T + 1 Day</p> <p>Issuer to inform the EBP Bond Platform about the final decision on the Issuer to go ahead with allotment for the issue by 4:00 P.M.</p> <p>Issuer to give instructions to the Registrar and Transfer Agent for crediting NCDs to successful bidders. The Registrar and Share Transfer Agent to provide corporate action file along with all requisite documents to depository(ies) by 4.00 P.M. on T+1 Day.</p> <p>NSDL shall confirm to ICCL on credit of Debentures in the demat account of the successful bidder</p> <p>ICCL to initiate transfer of funds to the bank accounts designated by the Issuer.</p> <p>If the issue is called off by the issuer: ICCL shall return funds collected from successful bidders by 10.00 A.M.</p>

5. **Issue withdrawal**

Withdrawal of issue:	<p>An issuer, at its discretion, may withdraw from the issue process as per the following conditions:</p> <ul style="list-style-type: none"> (a) Issuer is unable to receive the bids up to base Issue size. (b) Bidder has defaulted on payment towards allotment, within stipulated timeframe, due to which the Issuer is unable to fulfill the base Issue size. (c) Cut off yield (i.e. the highest yield at which a bid is accepted) in the issue is higher than the estimated cut off yield (i.e. the yield estimated by the Issuer, prior to the opening of the issue) disclosed by the Bond Platform, where the base Issue size is fully
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	subscribed.
Restriction on usage of ANY EBP:	If the Issuer has withdrawn the issue apart from any of the above conditions, the Issuer will not be able to use any of the platforms provided by any electronic book provider for a period of 7 days from the date of such withdrawal.

6. **Debenture Holder not a shareholder**

The Debenture Holder shall not be entitled to any right or privileges of shareholders other than those available to them under the Companies Act, 2013. Subject to applicable law, the debentures shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Company, unless so expressly agreed in terms of the Debenture Trust Deed.

7. **Succession**

In the event of winding up of a Debenture Holder, the Company will recognize the executor or administrator of the concerned Debenture Holder, or the other legal representative as having title to the Debentures.

8. **Deemed Date of Allotment**

All the benefits under the Debentures will accrue to the investor from the specified Deemed Date of Allotment.

9. **Manner of Bidding**

The Issue will be through open book price discovery methodology on the EBP platform in line with the Operational Guidelines.

10. **Method of Allotment**

The allotment will be done on uniform yield basis in line with the Operational Guidelines.

11. **Minimum bid lot**

1 NCD of INR 10,00,000

12. **Manner of Settlement**

Settlement of the Issue will be done through ICCL and the account details are given in the section on 'Payment Mechanism' of this Placement Memorandum.

13. **Settlement Cycle**

T+1

ANNEXURE 16 – APPLICATION FORM

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

(A private limited company incorporated under the Companies Act, 2013)

**CIN: [•], Website: [•]; E-mail address: [[•]; Registered Office: [•]; Permanent Account Number: [•];
Date of Incorporation: [•]; Place of Incorporation: [•]; Corporate Office: [•]; Telephone Number: [•];
Contact Person: [•];**

DEBENTURE SERIES APPLICATION FORM SERIAL NO.	[•]
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ISSUE OF UPTO [•] SENIOR, LISTED, RATED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 10,00,000 (INDIAN RUPEES TEN LAKH ONLY) EACH AGGREGATING TO INR [•], FOR CASH AT PAR TO THE FACE VALUE

DEBENTURE SERIES APPLIED FOR:

- (1) Number of Debentures: [•], in words [•]
- (2) Amount in INR: [•], in words Rupees [•] only
- (3) Details of payment:
 - (a) RTGS No.: [•], drawn on [•] and funds transferred to [•], dated [•]
 - (b) Total amount enclosed: [•], in words Rupees [•] only

Applicant's full name, father's name, complete address (including flat/house number, street, locality, pin code, phone number, if any, email ID, if any, identification number and other particulars including PAN, bank account details, if any	Specimen Signature
[•]	<hr/> Name: [•] Designation: [•], being authorised signatory

We have read and understood the terms and conditions of the Issue of Debentures including the risk factors described in the Placement Memorandum and have considered these in making our decision to apply. We bind ourselves to these terms and conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on Register of Debenture Holders:

Name: [•]

Designation: [•], being authorised signatory

We the undersigned are agreeable to holding the Debentures of the Company in dematerialized form. Details of my/our Beneficial owner Account are given below:

Depository	
Depository Participatory Name	
DP-ID	
Beneficiary Account Number	
Name of the Applicant	
Application Bank Account :	
(Settlement By Way Of Cheque/ Demand Draft/Pay Order/Direct Credit/ECS/ NEFT/RTGS/Other Permitted Mechanism)	

<u>FOR OFFICE USE ONLY</u>
DATE OF RECEIPT _____ DATE OF CLEARANCE _____

(Note : Cheque and Drafts are subject to realization)

We understand that : (i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, (ii) the Applicant must ensure that sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, if any and (iii) if the names of the Applicant in this application are not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Company shall be entitled at its sole discretion to reject the application or issue the Debentures in physical form.

We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the returns on and /or the sale value of Debentures. We undertake that upon sale or transfer to subsequent investor or transferee ("**Transferee**"), we shall convey all the terms and conditions contained herein and this Placement Memorandum to such Transferee. In the event of any Transferee (including any intermediate or final holder of the Debentures) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer (and all such persons acting on its or their behalf) and also hold the Issuer and each of such person harmless in respect of any claim by the Transferee.

Name: [•]

Designation: [•] , being authorised signatory

FOR OFFICE USE ONLY

DATE OF RECEIPT _____ DATE OF CLEARANCE _____

(Note: Cheques and Drafts are subject to realization)

ANNEXURE 17 – DUE DILIGENCE CERTIFICATE OF THE DEBENTURE TRUSTEE

DUE DILIGENCE CERTIFICATE BY THE DEBENTURE TRUSTEE AT THE TIME OF FILING THE PRIVATE PLACEMENT MEMORANDUM/ INFORMATION MEMORANDUM

ATSL/DEL/2021-2022/1984

February 07, 2022

To,
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street Mumbai- 400001

Dear Sir / Madam,

SUB.: ISSUE OF 3338 (THREE THOUSAND THREE HUNDRED THIRTY EIGHT) SECURED, LISTED, REDEEMABLE NON-CONVERTIBLE DEBENTURES OF FACE VALUE ₹ 10,00,000 (INDIAN RUPEES TEN LAKHS ONLY) EACH (THE "DEBENTURES") AT PAR AGGREGATING UPTO INR 333.80 CRORE (THREE HUNDRED AND THIRTY THREE CRORES AND EIGHTY LAKHS ONLY) (THE "ISSUE") TO BE ISSUED BY DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED (THE "ISSUER" or "COMPANY")

We, the debenture trustee(s) to the above mentioned forthcoming issue state as follows:

- 1) We have examined documents pertaining to the said issue and other such relevant documents, reports and certifications.
 - 2) On the basis of such examination and of the discussions with the Issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports and certifications, WE CONFIRM that:
 - a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued.
 - b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies).
 - c) The Issuer has made all the relevant disclosures about the security and also its continued obligations towards the holders of debt securities.
 - d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document or private placement memorandum/ information memorandum and all disclosures made in the offer document or private placement memorandum/ information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.
 - e) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document or private placement memorandum/ information memorandum and given an undertaking that debenture trust deed would be executed before filing of listing application.
 - f) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.
 - g) All disclosures made in the draft offer document or private placement memorandum/ information memorandum with respect to the debt securities are true, fair and adequate to enable the investors to make a well-informed decision as to the investment in the proposed issue.
- We have satisfied ourselves about the ability of the Issuer to service the debt securities.

For Axis trustee Services Limited

Subhash
Kumar Jha
Digitally signed
by Subhash
Kumar Jha
Date: 2022.02.07
15:03:23 +05'30'
Authorised Signatory
Place- New Delhi

ANNEXURE 18 – UNDERTAKING BY ISSUER IN RELATION TO CHARGE CREATION

DBL BORGAN WATAMBARE HIGHWAYS PRIVATE LIMITED

11th February 2022

To,

Axis Trustee Services Limited
Axis House, Bombay Dyeing Mills Compound,
Pandurang Budhkar Marg, Worli,
Mumbai – 400 025
And
2nd Floor, Plot No. 25,
Pusa Road, Karol Bagh,
New Delhi-110005
(as the "Debenture Trustee")

Subject: Undertaking in relation to the proposed issuance ("Issue") of 3,338 (Three Thousand Three Hundred and Thirty Eight) senior, listed, rated, secured, redeemable, non-convertible debentures of the face value of INR 10,00,000 (Indian Rupees Ten Lakhs only) each aggregating to INR 333,80,00,000 (Three Hundred Thirty Three Crores and Eighty Lakhs) (in 2 (two) series) ("Debentures") by DBL Borgan Watambare Highways Private Limited ("Issuer").

Dear Sir / Ma'am,

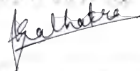
The Issuer proposes to issue the Debentures in accordance with the terms and conditions of the debenture trust deed dated 11th February 2022 ("Debenture Trust Deed") executed by and between the issuer and the Debenture Trustee.

Once of the conditions in relation to the issue is that the Issuer is required to provide an undertaking confirming that all permissions / consents from the prior creditor for a second or *pari passu* charge created, wherever applicable, in favour of the Debenture Trustee to the proposed issue has been obtained.

Pursuant to the above, we hereby confirm that permission / consent from the Previous Lenders for creation of the Security Interest over the Secured Assets in favour of the Debenture Trustee in accordance with the terms of the Debenture Documents has been obtained subject to payment of their outstanding dues, which payment shall be made prior to listing of the Debentures.

Terms capitalised but not defined here shall have the meaning given to such terms in the Debenture Trust Deed.

Yours sincerely



Name: Gaurav Malhotra
Designation: Director
Authorised pursuant to: Resolution dated 17th January 2022

(CIN No.: U4520MP2018FC045516)

Regd. Office: Plot No. 5, Inside Govind Narayan Singh Gate, Chuna Enabli Kolar Road, Bhopal – 462016 (M.P.), Ph.:0755-4029999, Fax:0755-4029988
E-mail: dlb@dblborgan.com

ANNEXURE 19 – REDEMPTION SCHEDULE

Redemption Date(s)	Percentage of Issue Size to be repaid (i.e., Redemption Amount)
30-Jun-22	0.50%
31-Dec-22	1.00%
31-May-23	2.00%
30-Nov-23	2.50%
31-May-24	4.20%
30-Nov-24	4.20%
31-May-25	4.40%
30-Nov-25	4.40%
31-May-26	4.55%
30-Nov-26	4.55%
31-May-27	4.70%
30-Nov-27	4.70%
31-May-28	4.50%
30-Nov-28	4.50%
31-May-29	4.70%
30-Nov-29	4.70%
31-May-30	4.70%
30-Nov-30	4.70%
31-May-31	3.35%
30-Nov-31	3.40%
31-May-32	3.35%
30-Nov-32	3.35%

31-May-33	3.30%
30-Nov-33	3.30%
31-May-34	4.11%
30-Nov-34	4.22%
31-May-35	2.12%
Total	100.00%

ANNEXURE 20: AUDIT REPORT

S. L. CHHAJED & CO. LLP
CHARTERED ACCOUNTANTS



R-12, Mahatma Pratap Nagar,
Zone-I, BHOPAL-462011
Tel.: (0) 2553507, 2553960
(M) 9009044477
e-mail : chhajed_slbhoy@hotmail.com
website: www.slchhajed.com

To,
The Board of Directors,
DBL Bargaon Watanbare Highways Private Limited

Introduction

We have audited the accompanying Financial Statements of DBL Bargaon Watanbare Highways Private Limited which comprises the Balance Sheet as at September 30th 2021 and the Statement of Profit and Loss and Cash flow statement for the Half year ended September 30th 2021 and a summary of significant accounting policies and other explanatory information. The financial statements have been prepared by management based on the Indian Accounting standards prescribed under section 133 of the Companies Act, 2013 as amended read with relevant rules issued there under and the other accounting principles generally accepted in India.

Management's Responsibility for the Financial Information

Management is responsible for the preparation of these financial statements that give a true and fair view of the state of affairs, results of operations and cash flows of the Company in accordance with Indian Accounting standards prescribed under section 133 of the Companies Act, 2013 as amended read with relevant rules issued there under and the other accounting principles generally accepted in India. This includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Standards on Auditing issued by the Institute of Chartered Accountants of India (ICAI). Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion and to the best of our information and according to the explanations given to us, the financial statements give a true and fair view of the state of affairs of DBL Bargaon Watanbare Highways Private Limited for the period ended September 30th 2021 and of its results of operations and its cash flows for the period ended September 30th 2021 in accordance with the financial reporting Indian Accounting Standards prescribed



Branches : INDORE, JABALPUR, RAIPUR, DELHI, MUMBAI, KOLKATA, NAGPUR, MALEGAON, BENGALURU

under section 133 of the Companies Act, 2013 as amended read with relevant rules issued there under and the other accounting principles generally accepted in India.

Basis of Accounting

Without modifying our opinion, we draw attention to the financial statements, which describes the basis of accounting. The financial statements are prepared to assist Cube Highways & Infrastructure III Pte. Ltd. for the purpose of completion of process for Investment in the said company. As a result, the financial statements may not be suitable for another purpose.

Other Matter

DBL Bargaon Watanbare Highways Private Limited has prepared a separate set of financial statements for the period ended September 30th, 2021 in accordance with the Indian Accounting Standards prescribed under section 133 of the Companies Act, 2013 as amended read with relevant rules issued there under and the other accounting principles generally accepted in India on which we issued a separate auditor's report dated September 30th 2021.

For S.L. Chhajed & Co. LLP
Chartered Accountants
Firm's Registration No.: 0003992KA280277

Vijit Baidmutha
Partner
Membership No. 406044
UDIN: 21406044AAABAV1194



Place: Bhopal
Date: November 20th, 2021

Ratings

CONFIDENTIAL

CRISIL

An S&P Global Company

RL/DBWHPL/287950/NCD/0222/25926/102844443

February 11, 2022

Mr. Gaurav Malhotra

Director

DBL Bargaon Watambare Highways Private Limited

Plot No. 5, Inside Govind Narayan Singh Gate,

Chuna Bhatti, Kolar Road,

Bhopal

Bhopal - 462016

Dear Mr. Gaurav Malhotra,

Re: Review of CRISIL Rating on the Rs.333.89 Crore Non Convertible Debentures of DBL Bargaon Watambare Highways Private Limited

All ratings assigned by CRISIL Ratings are kept under continuous surveillance and review.

CRISIL Ratings has, after due consideration, reaffirmed its CRISIL AA+/Positive (pronounced as CRISIL double A plus rating with Positive outlook) rating on the captioned debt instrument. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk.

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from CRISIL Ratings will be necessary.

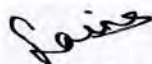
As per our Rating Agreement, CRISIL Ratings would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. CRISIL Ratings reserves the right to withdraw, or revise the rating / outlook assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information, or other circumstances which CRISIL Ratings believes may have an impact on the rating.

As per SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN; along with the reference number and the date of the rating letter) of all bond/debenture issuances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crisil.com. This will enable CRISIL Ratings to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us at debtissue@crisil.com for any clarification you may need.

Should you require any clarification, please feel free to get in touch with us.

With warm regards,

Yours sincerely,



Saina S Kathawala

Associate Director - CRISIL Ratings



Nivedita Shibu

Associate Director - CRISIL Ratings



Disclaimer: A rating by CRISIL Ratings reflects CRISIL Ratings' current opinion on the likelihood of timely payment of the obligations under the rated instrument, and does not constitute an audit of the rated entity by CRISIL Ratings. Our ratings are based on information provided by the issuer or obtained by CRISIL Ratings from sources it considers reliable. CRISIL Ratings does not guarantee the completeness or accuracy of the information on which the rating is based. A rating by CRISIL Ratings is not a recommendation to buy / sell or hold the rated instrument; it does not comment on the market price or suitability for a particular investor. CRISIL Ratings has a practice of keeping all its ratings under surveillance and ratings are revised as and when circumstances so warrant. CRISIL Ratings is not responsible for any errors and especially states that it has no financial liability whatsoever to the subscribers / users / transmitters / distributors of its ratings. CRISIL Ratings' criteria are available without charge to the public on the web site, www.crisilratings.com. CRISIL Ratings or its associates may have other commercial transactions with the company/entity. For the latest rating information on any instrument of any company rated by CRISIL Ratings, please contact Customer Service Helpdesk at CRISILratingdesk@crisil.com or at 1800-267-1301.

CRISIL Ratings Limited

(A subsidiary of CRISIL Limited)

Corporate Identity Number: U67100MH2019PLC326247

Ratings

CRISIL Ratings Limited (A subsidiary of CRISIL Limited)

CRISIL
An S&P Global Company**Rating Rationale**

February 11, 2022 | Mumbai

DBL Bargaon Watambare Highways Private Limited*Rating Reaffirmed***Rating Action****Rs.333.89 Crore Non Convertible Debentures****CRISIL AA+/Positive (Reaffirmed)**

1 crore = 10 million

Refer to Annexure for Details of Instruments & Bank Facilities

Detailed Rationale

CRISIL Ratings has reaffirmed its 'CRISIL AA+/Positive' rating on the proposed non-convertible debentures (NCDs) of DBL Bargaon Watambare Highways Private Limited (DBWHPL). The rated NCDs are proposed to be utilised for refinancing the project term loan and funding of balance erection, procurement and construction (EPC) cost (tranche I of Rs 310.4 crore) and creation of debt service reserve account (DSRA, tranche II of Rs 23.4 crore).

The rating continues to reflect healthy estimated debt protection metrics of the project and inherent benefits of the hybrid annuity model (HAM). The rating also derives comfort from the strong management support, operating capabilities and financial flexibility of Cube Highways and Infrastructure III Pte Ltd (Cube Highways). These strengths are partially offset by susceptibility to changes in operating cost and interest rate.

The Positive outlook reflects CRISIL Ratings expectation that the pending project work should be completed within budgeted time and cost and the first annuity will be received on time. This is supported by track record of timely receipt of payment milestones and timely receipt of provisional completion certificate (PCC).

The ratio of debt to annuities receivable is healthy at 0.47 times (assuming Rs 334 crore NCD draw down and with receipt of 100% annuities) and the debt service coverage ratio (DSCR) is expected to remain comfortably above 1 time throughout the tenure of the debt. DSRA of Rs 24 crore, which is equivalent to peak debt servicing obligation for six months, will be available upfront at the time of refinancing. In addition, buffer of at least 30 days is expected to be available between annuity payment date and first NCD repayment date. The DSRA as well as buffer in repayment date will mitigate the risk of timing mismatch in case of any delay in receipt of first annuity. Furthermore, financial support will also be available from Cube Highways in case of any funding requirements as well as shortfall/deduction in annuity due to any issues in project completion, under the sponsor support agreement expected to be signed for the proposed NCDs.

The project had outstanding debt of Rs 279 crore as on December 31, 2021. The existing rupee term loan (RTL) is proposed to be refinanced by issuance of the proposed NCDs of Rs 310.4 crore (tranche I, including funding for balance EPC work) and Rs 23.4 crore (tranche II, for creation of DSRA). These NCDs are to be repaid over 13 years 4 months in semi-annual structured instalments). Coupon rate is fixed.

The project received provisional completion certificate (PCC) with effect from September 24, 2021 vide letter dated October 26, 2021, thereby significantly mitigating implementation risk. PCC has been received for 50.146 kilometre (km), i.e., 96.43% of total project length of 52.0 km. Independent engineer (IE) vide letter dated December 13, 2021 has also recommended closure of punch list A items. Minor work pertaining to punch list B items and amounting to Rs 9-10 crore is pending and expected to be completed by April 2022.

Dilip Buildcon Ltd (DBL, rated 'CRISIL A/Stable/CRISIL A1' and EPC contractor for the project) entered into a share purchase agreement (SPA) with Cube Highways in August 2019, wherein DBL is, in a phased manner, selling its entire shareholding in DBWHPL to Cube Highways, subject to the shareholding transfer restrictions set out in the concession agreement (CA), and various regulatory and lender approvals. Presently, 49% of equity shares and 100% of promoter loans have been transferred to Cube Highways, and balance shareholding will be transferred six months from PCC. Cube Highways has been closely involved in the project during the construction phase as well. It is currently driving the day-to-day activities as well as strategic decision making for the project. The project will benefit from the track record of Cube Highways in maintaining projects in the operational phase.

Analytical Approach

CRISIL Ratings has considered standalone business and financial risk profiles of DBWHPL for arriving at the rating on the proposed NCDs.

Key Rating Drivers & Detailed Description

Strengths

Healthy debt protection metrics

The project is expected to receive 60% of the bid project cost (BPC) from National Highways Authority of India (NHAI, rated 'CRISIL AAA/Stable') in the form of 30 semi-annual payments starting March 31, 2022. Along with fixed annuities, the project will also receive interest payments on the balance annuities at a rate equal to the prevailing bank rate plus 3%. Ratio of debt to annuities receivable is expected to be healthy at 0.47 times (assuming entire NCD draw down and receipt of 100% annuity) and DSCR is expected to remain comfortably above 1 time throughout the debt tenure.

The first NCD repayment is due on June 30, 2022, providing a cushion of more than 60 days between the scheduled annuity payment date and the debt repayment date. Additionally, DSRA of Rs 23.4 crore (equivalent peak debt servicing obligation of 6 months and translating to around 11 months of debt servicing obligation for fiscal 2023) will be available upfront, protecting cash flow in the event of delay in receipt of annuity. Any significant delay or deduction in payment from NHAI will remain a rating sensitivity factor.

Inherent benefits of HAM

The project benefits from HAM with provisions such as de-linking/de-scoping of unavailable land, which lets PCC to be issued on completion of construction on the land made available up to 146 days from the appointed date (AD), thereby allowing full annuities to be paid as if all project works have been completed. The concessionaire is required to complete construction on the remaining land whenever it is made available after the PCC. Consequently, this project received PCC on September 24, 2021 on 50.146 km (i.e., 96% of total project length). IE vide letter dated December 13, 2021 has recommended for closure of punch list A and the remaining work amounting to Rs 9-10 crore is expected to be completed by April 2022. Other benefits of HAM include indexation done to the BPC and operations and maintenance (O&M) cost to the extent of inflation movement and interest payments on residual annuity payments in the operational period.

As per the provisions of the HAM CA, annuities and O&M payments are to be received starting six months from the PCC itself. Timely receipt of first annuity will be a key monitorable.

Experienced management team

DBL had entered into a SPA with Cube Highways in August 2019, wherein DBL will sell its entire shareholding in DBWHPL to Cube Highways in a phased manner, subject to the shareholding transfer restrictions set out in the CA, and various regulatory and lender approvals. Presently, 49% of equity shareholding and 100% of promoter loans have been taken over by Cube Highways. The balance shareholding will be transferred six months from PCC.

Cube Highways has a well-equipped team of professionals to manage the maintenance of the road and transfer of maintenance activities and accounts of DBWHPL to Cube Highways is underway. Its senior management consists of experienced professionals with deep understanding of the technical specifications and advanced methods of O&M to proactively tackle the maintenance of the road projects. This is further supported by an experienced finance and legal team. Cube Highways has undertaken to fund any shortfall in annuity, O&M and interest payouts by NHAI pending work completion to achieve COD and has the financial flexibility to support the project, if needed, and have a track record of doing so in their other projects. Further, Cube Highways is supported by strong sponsors such as Abu Dhabi Investment Authority (ADIA), I-Squared Capital.

Weakness

Susceptibility to changes in operational cost and interest rate

The project is exposed to risks related to maintenance of the project stretch. If the prescribed standards are not met, annuity payment may be reduced. Any significant delay and deduction in annuities could impact the debt-servicing capability. Nonetheless, the management's extensive experience is expected to mitigate this risk and help in effective maintenance and avoidance of any structural damage to the road.

Along with fixed annuities, the project will receive interest payments on the balance annuities that are linked to the prevailing bank rate. Bank rate has reduced significantly in the past 12-18 months, thereby impacting project inflow, given that a large proportion of the cash inflow is from the interest on balance annuities. However, this is partially offset as the coupon rate on the proposed NCDs is floating and may follow the trend in bank rates, thus supporting DSCR.

Liquidity: Strong

Liquidity is expected to be comfortable as the project is expected to receive semi-annual annuities (along with interest) and O&M pay-out from NHAI starting March 31, 2022. The DSCR is expected to be comfortably over 1 time throughout the tenure of the debt. Further, DSRA of Rs 23.4 crore will be available upfront upon refinancing, which is equivalent to 6 months of peak debt servicing obligation. Interest for the first six months, from PCC till the receipt of the first annuity, will be funded from project debt / NCDs. Furthermore, there is a gap of more than 60 days between the scheduled annuity payment date and the debt repayment date, which provides a cushion in case of delay in annuity; the first NCD repayment is expected to fall due on June 30, 2022. Financial support will also be available from Cube Highways in case of any

shortfall/deduction in annuity due to any issues in project completion, under the sponsor support agreement expected to be signed for the proposed NCDs.

Outlook: Positive

CRISIL Ratings believes that the pending project work should be completed within budgeted time and cost and the first annuity will be received on time supported by track record of timely receipt of payment milestones and timely receipt of provisional completion certificate (PCC).

Rating Sensitivity factors

Upward factors:

- Receipt of first full annuity by April 2022.
- Timely completion of balance works

Downward factors:

- Significant delay in receipt of first annuity beyond April 2022 or significant deduction in annuity and O&M payments due to non-maintenance of the road
- Substantial delay in completion of balance work
- Non-adherence to structural features of the proposed transaction as per draft documents
- Any significant additional debt contracted

About the Company

DBWHPL is a special-purpose vehicle incorporated on April 11, 2018 and is a 49:51 subsidiary of Cube Highways and DBL. It is established to undertake 4-laning (from existing 2-lane) of the Sangli-Solapur (Borgaon to Watambare) section of national highway (NH) 166 in the state of Maharashtra on a design, build, operate and transfer basis under HAM. The total length of the road is 52 km and the pavement is rigid (concrete).

The CA was signed on May 10, 2018, and the concession period includes construction period of 730 days from the AD and fixed operations period of 15 years from the commercial operation date. AD was received on April 22, 2019 and the project has received an extension of 180 days owing to pandemic-related disruptions. The project received PCC on September 24, 2021, ahead of schedule. The project cost is Rs 845 crore funded through NHAI grant to the extent of Rs 412 crore, debt of Rs 310 crore, and the balance through equity and promoters' contribution.

DBL entered into an SPA with Cube Highways in August 2019, wherein DBL will, sell its entire shareholding in DBWHPL to Cube Highways, in a phased manner.

Key Financial Indicators

Particulars	Unit	2021	2020
Revenue	Rs.Crore	206	441
Profit After Tax (PAT)	Rs.Crore	-26	-15
PAT Margin	%	-12.6	-3.4
Adjusted debt/adjusted networkth	Times	50.56	6.12
Interest coverage	Times	-0.24	-0.12

*Revenue includes construction cost incurred in the project as per IND AS accounting requirements

Any other information:

- **Put/call option on the proposed NCDs:** First put/call option date is two years from Pay-In date and every year thereafter
- **Step-up in coupon rate:** The coupon rate shall be revised upwards by 0.25% for every notch downgrade in the credit rating of the debentures till AA. In case of rating downgrade to AA- or below, the Coupon shall be increased by 1.00% for every notch downgrade below AA. The coupon rate shall be revised downwards by 0.35% for upgrade in rating to AAA.

Financial covenants

DSCR below 1.10x will be considered a breach of Restricted Payment conditions.

Note on complexity levels of the rated instrument:

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Annexure - Details of Instrument(s)

ISIN	Name of instrument	Date of allotment	Coupon rate (%)	Maturity date	Issue size (Rs.Crore)	Complexity Level	Rating assigned with outlook
NA	Non-	NA	NA	NA	333.89	Complex	CRISIL AA+/Positive

	Convertible Debentures*											
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*Yet to be issued

Annexure - Rating History for last 3 Years

Instrument	Type	Current		2022 (History)		2021		2020		2019		Start of 2019
		Outstanding Amount	Rating	Date	Rating	Date	Rating	Date	Rating	Date	Rating	Rating
Non Convertible Debentures	LT	333.89	CRISIL AA+/Positive	28-01-22	CRISIL AA+/Positive		--		--		--	--

All amounts are in Rs.Cr.

Criteria Details

Links to related criteria
The Rating Process
CRISILs criteria for rating annuity and HAM road projects

Media Relations	Analytical Contacts	Customer Service Helpdesk
<p>Pankaj Rawat Media Relations CRISIL Limited B: +91 22 3342 3000 pankaj.rawat@crisil.com</p> <p>Naireen Ahmed Media Relations CRISIL Limited D: +91 22 3342 1818 B: +91 22 3342 3000 naireen.ahmed@crisil.com</p>	<p>Anuj Sethi Senior Director CRISIL Ratings Limited B:+91 44 6656 3100 anuj.sethi@crisil.com</p> <p>Anand Kulkarni Director CRISIL Ratings Limited B:+91 22 3342 3000 Anand.Kulkarni@crisil.com</p> <p>SUMAN ROY Senior Rating Analyst CRISIL Ratings Limited B:+91 22 3342 3000 SUMAN.ROY@crisil.com</p>	<p>Timings: 10.00 am to 7.00 pm Toll free Number:1800 267 1301</p> <p>For a copy of Rationales / Rating Reports: CRISILratingdesk@crisil.com</p> <p>For Analytical queries: ratingsinvestordesk@crisil.com</p>

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DBL Bargaon Watambare Highways Private Limited
A-06, 301, SLPL Doctor Colony Manish Nagar,
Somalwada, Beside Ganesh Temple, - 440005

Kind Attn:- Mr. Saurabh Bansal

Sub: To act as Debenture Trustee for the issuance of Listed, Rated, Secured, Redeemable, Non-Convertible Debentures through Private Placement for an amount upto INR 333.89 crores proposed to be issued by the DBL Bargaon Watambare Highways Private Limited

-

Dear Sir/ Madam,

Axis Trustee Services Ltd. ("ATSL"/ "We") is pleased to offer its services to act as Debenture Trustee" for the captioned facilities on the following terms and conditions and those attached to this Letter ("Offer Letter"):-

- 1) Fee Schedule
 - i. As [Debenture Trustee]

Type & Particulars of Fees	Amount and Currency	Terms Of Payment
One Time Fee	NIL	Refer Sr.no. 3
Initial Acceptance Fee	Rs.334,000.00 (Rs. Three Lakh Thirty Four Thousand Only) plus all applicable taxes	Refer Sr. no.4.
Annual Fee	Rs.501,000.00 (Rs. Five Lakh One Thousand Only) plus all applicable taxes	Refer Sr. no.5.

- 2) GST Registration Number and Billing Address:

Kindly provide Company's GST registration number (provisional / final) and the billing address (if the billing address is different from the address in this offer letter) alongwith your acceptance of the offer. Please note that in absence of any advice from you for raising of invoices on a specific address, ATSL shall be issuing all the invoices on the address mentioned in the offer letter and shall not be liable or responsible for any additional tax levies or claims arising on account of change in billing address.

- 3) The One Time Fee plus all applicable taxes shall be payable within 30 days from the date of issuance of invoice or from the date of acceptance of the offer letter, whichever of earlier.
- 4) The Initial Fee plus all applicable taxes shall be payable within 15 days from the date of issuance of invoice. The initial fee is non-refundable. The Initial Fee shall not be subject to execution of finance and security documents/transaction documents or completion of the transaction.

- 5) The Annual Fee plus all applicable taxes shall be payable within 30 days from the date of issuance of invoice. The first annual fee will cover the period from the date of acceptance of the offer till end of the Financial Year. The subsequent annual fee shall be payable Financial Year wise until cessation of our services and/or satisfaction of charges, if any, on the security (ies) to the transaction and issuance of No Dues Certificate/ No Objection Certificate by us. The Annual Fee may be revised as per the mutually agreed terms between the Company and ATSL, from time to time.
- 6) All out of pocket expenses (excluding those set out in Sr.no. 7) like documentation execution related expenses to the extent of Rs.10,000/- per instance shall be borne by the Company.
- 7) The legal counsel fees, traveling expenses, inspection charges, audit expenses etc. in connection with the transaction will be paid by the Company on an actual basis alongwith all applicable taxes and reimbursed to ATSL within a period of 30 days from the date of issuance of invoice.
- 8) The CERSAI filing charges shall be borne by the Company on actual basis. Further, CERSAI entries over and above 50 in number, shall be chargeable with an additional cost of Rs. 100/- per entry plus all applicable taxes or as may be agreed mutually.
- 9) All payments shall be made within the timelines specified in the Offer Letter, failing which the Company shall be liable to pay interest as per the provisions of the Micro, Small and Medium Enterprises Development Act, 2006.
- 10) In the event the Lenders/Investors declare an event of default and instruct ATSL to initiate, commence or assist in any enforcement proceedings/action on their behalf, then additional fees, as may be determined at ATSL's sole discretion shall be chargeable for such enforcement services. This clause shall be considered to form an integral part of the finance and security documents/transaction documents executed in connection with the facility by the lenders/investors.
- 11) This Offer is valid for a period of 15 days from the date of the letter.

We shall be glad to provide clarifications required, if any and shall be pleased to receive your acceptance at an early date. We look forward to working with your organization and building a long standing, mutually beneficial relationship.

Yours truly,

FOR Axis Trustee Servcies Limited

Subhash
Kumar Jha

Digitally signed by
Subhash Kumar
Jha
Date: 2022.01.10
21:51:39 +05'30'

Subhash Jha
DGM

S/d
Ganesh Tandon
Manager

Accepted By
DBL Bargaon Watambare Highways Private Limited



Authorized Signatory
[Name, Designation]
Gaurav Malhotra, Director

OTHER TERMS AND CONDITIONS

1. The terms of this Offer Letter shall be applicable to the captioned facility/facilities aggregating to Rs. 333.89 Crores extended by the current set of lenders/investors and the documentation entered into in relation thereto. Any enhancement in facility/facilities, extension of security to new lenders, further/additional issuance of debentures, additional documentation over and above contemplated under this Offer Letter shall be charged separately.
2. This letter may be amended, revised, modified (and the provisions hereof may only be waived) by agreement in writing by the parties hereto.
3. The draft of the documents shall be provided by the Company at least 2 working days prior to the proposed date of execution. The Company shall execute all the requisite documents, as may be necessary, as per the agreed drafts.
4. ATSL, its officers, employees, directors, and agents as a Service Provider shall have no liability, save and except in case of gross negligence and wilful misconduct, as may be finally determined by a court of competent jurisdiction.
5. The Offer Letter shall form an integral part of the finance and security/transaction documents and the terms & conditions hereunder shall be construed to form part and parcel of the transaction documents to be executed. In the event of any conflict or contradicting terms & conditions, the terms of this Offer Letter shall prevail.
6. This offer is subject to the acceptance of the terms enumerated herein and KYC clearance as per the ATSL's policy.
7. ATSL shall commence the provision of its services, upon receipt of the duly accepted offer letter and due diligence documents as per Annexure hereto¹.

Accepted By
DBL Bargaon Watambare Highways Private Limited



Authorized Signatory
[Name, Designation]
Gaurav Malhotra, Director

¹ Checklist to be added in the Annexure, important documents viz., sanction terms, MOA/AOA, financials may be required upfront prior to commencement of services.

CHECKLIST PURSUANT TO THE CHANGE IN RECENT REGULATORY FRAMEWORK

1. Information/ documents to be provided by the issuer of debentures (Issuer), prior to entering into the debenture trustee agreement:

S.No.	Information/ Documents
i.	CTC of the board resolution /duly accepted letter/email of offer / appointment /consent letter appointing ATSL as Trustee.
ii.	Certified true copy (“ CTC ”) of the memorandum and articles of association or any other constitutional document of the Issuer and the mortgagor/guarantor/pledgor/third party security provider company(ies) as the case may be, specifying the borrowing powers and / or creation of security for the company’s own borrowings and for third party (in case of third party security) / guarantee.
iii.	CTC of the list of directors and of key managerial personnel viz., Managing Director/ Whole Time Director/CEO/ CS/CFO/Manager as per Companies Act, 2013 or managing partner/s in case of Partnership Firm or managing trustee/s in case of Trust (“ KMP ”) of the Issuer/mortgagor/guarantor/pledgor/third party security provider.
iv.	CTC of the shareholding pattern of the Issuer / mortgagor/guarantor/pledgor/third party security provider company(ies) (name of the holder(s), no. of shares, listed/unlisted, holding %).
v.	CTC of board resolution passed under Section 179(3)(c) and 179(3)(d) of the Companies Act, 2013 to issue debt securities, to borrow monies and to authorize official/s of the Issuer to sign, seal and/or execute necessary documents. In case of delegation of powers to committee of directors/managing director/manager/principal officer for Section 179(3)(d), CTC of board resolution approving such delegation.
vi.	In case the proposed borrowings exceeds the limits provided in Section 180(1)(c) - CTC of shareholders special resolution to make an offer or invitation to subscribe under Section 42 read with Rule 14 (1)(a) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 for issue of debentures [NA for public issue]
vii.	CTC of the shareholders’ special resolution under Section 180(1)(c) of the Companies Act, 2013, authorizing the Board of Directors to borrow in excess of the limits specified therein [NA for private companies]
viii.	A certificate cum confirmation duly signed by KMP of the borrower company or a certificate of practicing company secretary/chartered accountant that all existing loans inclusive of the proposed borrowing are within the limits sanctioned under section 180(1)(c) of the Companies Act, 2013.
ix.	In case of convertible debentures - CTC of shareholders special resolution under Section 71 for issue of debentures
x.	KYC/ photo identity proof, Specimen signatures of the Issuer company/mortgagor/guarantor/pledgor/third party security provider company(ies) authorized by the resolution;
xi.	Draft letter of intent / term sheet/ prospectus (if any) issued by/to the subscribers.
xii.	Latest audited / limited review half yearly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any.

xiii.	Confirmation on whether any common director on the board of the Company and debenture trustee?
xiv.	Whether Nominee Director appointment clause by debenture trustee appearing in Articles of Association?
xv.	<p>For Assets on which charge is proposed to be created</p> <ul style="list-style-type: none"> - KMP letter/certificate of the Issuer/mortgagor/guarantor/pledgor/third party Security Provider company(ies)/body corporate with details/ information in relation to the following [lists/details to be enclosed]: <ul style="list-style-type: none"> (a) Details of movable properties (list to be enclosed); (b) Details of immovable property (including revenue survey numbers, boundaries, measurement etc.); (c) Details of investments (list to be enclosed); (d) Details of receivables (list to be enclosed); (e) Details of debt reserve service accounts, project accounts, escrow accounts etc., (if any). (f) Title deeds (original/ certified true copy by Issuer/ certified true copy by existing charge holders, as available) for immovable properties; (g) Latest title search reports (in relation to immovable properties) including, <i>lis pendens</i> (comprising searches taken in Registrar's/Sub-registrar's office, revenue offices/ Central Registry of Securitization Asset Reconstruction and Security Interest/ litigations) issued by a legal counsel/ advocates (if available based on proposed security); (h) Latest ROC search report by a practicing company secretary; (i) Valuation report from a government approved valuer and such report must provide for site inspection by the valuer; (j) Copies of the relevant agreements/ declarations / memorandum which pertains to the secured assets proposed to be charged / mortgaged / pledged for securing the debentures, along with a confirmation from the Issuer that the same are valid as on the date of the confirmation and that there are no further amendments or revisions to such documents. (k) Income tax clearance under Section 281 of the Income Tax Act, 1961 for the properties / assets proposed to be charged or offered as security of the borrower / mortgagor/guarantor/pledgor/third party Security Provider company(ies)/body corporate or A certificate cum confirmation from the statutory auditors/chartered accountant on 'Nil Tax Liability and No Notices' under the Income Tax Act, 1961 (l) In case the property to be mortgaged is leasehold-permission of the lessor for creation of mortgage including no-objection certificate (NOC) from the lessor including organizations like Maharashtra Industrial Development Corporation, Gujrat Industrial Development Corporation etc. in case the charge is to be created on their leasehold land & on executing tripartite agreement with the lessor (if required in terms of the lease deed). <p>If the property is located in residential premises- permission of society / builder for creation of mortgage.</p> <p>If a property is being mortgaged by the lessor which is subject to a lease / leave and license / other rental arrangements – permission of the lessee for creation of mortgage.</p>
xvi.	<p><u>For unencumbered assets</u></p> <ul style="list-style-type: none"> - an undertaking from the KMP of the security providers that the assets on which charge is proposed to be created are free from any encumbrances [Refer Annexure A].
xvii.	For encumbered assets, on which charge is proposed to be created,

	<p>- KMP letter/certificate of the Issuer/mortgagor/guarantor/pledgor/third party Security Provider company(ies)/body corporate with details/ information of / consents in relation to the following [lists/details to be enclosed]:</p> <ul style="list-style-type: none"> (a) Details of existing charge over the assets along with details of charge holders- Name of each existing charge holder, nature of charge, amount secured, charge IDs, email ids, contact details, branch address etc.,]. (b) Consent/ no-objection certificate (NOC) from existing charge holders for further creation of charge on the assets/ pari passu ceding letters for creation of securities for the proposed issue of debentures in favour of the debenture trustee (c) A confirmation of the Issuer/mortgagor/guarantor/pledgor/third party Security Provider company(ies)/body corporate that the Consent/ NOC from existing charge holders submitted in checklist (c) are valid as on date of their submission to us (d) Relevant transaction documents wherein existing charge holders have given consent/ permission to the Issuer to create further charge on the assets, along-with terms of such consent/ permission, if any and proofs of compliance thereof, along with a confirmation that the same is valid as on the date of the confirmation and that there are no further amendments or revisions to such documents; (e) Details of existing unsecured lenders, having negative lien on which charge is proposed to be created alongwith their contact details including email ids. (f) Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders on the proposed secured assets; (g) A confirmation of the Issuer/mortgagor/guarantor/pledgor/third party Security Provider company(ies)/body corporate that the Consent/ NOC from existing unsecured lenders submitted are valid as on date of their submission to us; (h) Copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable; (i) Any other third party consents required for creation of security.
xviii.	<p>In case of personal guarantee or any other document/ letter with similar intent is offered as security or a part of security:</p> <ul style="list-style-type: none"> (a) Name, address and KYC of each guarantor; (b) Relationship of each guarantor with the Issuer; (c) Net worth statement (not older than 6 months from the date of debenture trustee agreement) certified by a chartered accountant of the guarantor along with the copy of the latest tax returns filed by the guarantor; (d) List of assets of the guarantor including undertakings/ consent/ NOC as referred to in sr.no. (xvi) and (xvii) above; (e) Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created; (f) Executed copies of previously entered agreements for providing guarantee to any other person, if any, along with a confirmation from the Guarantor that the same are valid as on the date of the confirmation and that there are no further amendments or revisions to such documents.
xix.	<p>In case of corporate guarantee or any other document/ letter with similar intent is offered as security or a part of security:</p> <ul style="list-style-type: none"> (a) Name of each guarantor; (b) Relationship of each guarantor with Issuer viz. holding/ subsidiary/ associate company etc.;

	<p>(c) In case of listed guarantor - Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities. Provided that if audited financial statements of March end are the latest available then unaudited results along with limited review financial results (which are not more than 6 months from date of debenture trustee agreement) also to be provided;</p> <p>(d) In case of unlisted guarantor - Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities shall be obtained by DT</p> <p>(e) List of assets of the guarantor along-with undertakings/ consent/ NOC as referred to in sr.no. (xvi) and (xvii) above;</p> <p>(f) Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created;</p> <p>(g) Whether there has been any restructuring of debts of the guarantor or whether any insolvency proceedings have been initiated against the guarantor – provide details of such event(s) including impact on the guarantor’s obligation including in respect of the securities;</p> <p>(h) Undertaking by the KMP of the guarantor that the guarantee shall be disclosed as “contingent liability” in the “notes to accounts” of financial statement of the guarantor [Refer <i>Annexure A, Part III</i>];</p> <p>(i) Certified true copy (“CTC”) of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer;</p> <p>(j) CTC of the shareholders special resolution passed under Section 185(2) of the Companies Act, 2013 by the guarantor, if applicable.</p> <p>or</p> <p>A certificate cum confirmation duly signed by a KMP and the chartered accountant/ statutory auditor of the guarantor on non-applicability of Section 185(2) of Companies Act, 2013</p> <p>(k) Executed copies of previously entered agreements for providing guarantee to any other person, if any along with a confirmation from the guarantor that the same is valid as on the date of the confirmation and that there are no further amendments or revisions to such documents.</p>
xx.	<p>In case securities (equity shares etc.) are being offered as security then</p> <p>(a) a holding statement from the depository participant or other entities holding such securities;</p> <p>(b) an undertaking from the KMP of the pledgor/ pledgor that the securities shall be pledged in favour of debenture trustee(s) in the depository system [Refer <i>Annexure A</i>].</p> <p>(c) Further, the following details are also required to be provided in relation to the securities:</p> <ol style="list-style-type: none"> 1. Script name; 2. ISIN No; 3. Listed or unlisted; and 4. Shareholding pattern. <p>(d) For physical shares, the extract of the register of shares and the share certificates to be provided.</p>

xxi.	Details of any other form of security being offered viz. Debt Service Reserve Account or any other charge/ lien created on the account(s) of the Issuer/security providers.
xxii.	CTC of the approval(s) received from RBI, AD Category I Bank and such other competent authority / body constituted by the Government of India, for the underlying transactions, if applicable on the Borrower / Mortgagor/Guarantor/Pledgor/Third Party Security Provider company(ies)/body corporate, as applicable
xxiii.	An undertaking by KMP of the Issuer and third party security providers confirming that all the information provided to the trustee is true and correct and the trustee may in good faith rely upon and shall not be liable for acting or refraining from acting upon such information furnished to it [Refer <i>Annexure A</i>].
xxiv.	Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security, based on facts and circumstances of each case.

2. Information/ documents to be provided prior to allotment and execution of transaction documents

i.	CTC of rating letter and rating rationale issued by the rating agency for the issue, if any.
ii.	CTC of the duly executed subscription agreement entered into between the Issuer and the subscribers or duly signed shelf prospectus/ offer letter (PAS-4, if applicable)/ information memorandum, as the case may be.
iii.	Confirmation from KMP that the offer document/prospectus/information memorandum incorporates the disclosures are required under SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021 (“ILNCS Regulations”), SEBI circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated Nov 12, 2020
iv.	Confirmation from the Issuer on tenor of the debentures to ensure reporting to RBI if the debenture issue is of maturity tenor upto 1 year.
v.	CTC of the board resolution of the Issuer/ mortgagor/guarantor/pledgor/third party Security Provider company(ies) u/s 179(3)(f) to create security / give guarantees as per the Companies Act, 2013 and to authorize official/s to sign, seal and/or execute necessary documents.
vi.	CTC of the shareholders’ special resolution passed under Section 180(1)(a) of the Companies Act, 2013, approving security creation on the assets/undertaking of the Issuer / mortgagor/guarantor/pledgor/third party security provider company(ies), as may be applicable [NA for Private companies].
vii.	CTC of the shareholders special resolution passed under Section 185(2) of the Companies Act, 2013 by the guarantor/pledgor/third party security provider company(ies), if applicable. OR A Certificate cum Confirmation duly signed by a KMP and the chartered accountant/ statutory auditor of the third party security provider/ guarantor/ pledgor companies on non-applicability of Section 185(2) of Companies Act, 2013.
viii.	CTC of the shareholders’ special resolution passed under Section 186(3) of the Companies Act, 2013 by guarantor/pledgor/third party security provider company(ies), if applicable; OR

	A Certificate cum Confirmation duly signed by a KMP and the chartered accountant/ statutory auditor of the third party security provider/ guarantor/ pledgor companies on non-applicability of Section 186(3).
ix.	If the debenture terms provide for a right to convert debt into equity as a consequence of event of default, certified true copy of a resolution of the shareholders of the Issuer passed in general meeting under and in accordance with Section 62(3) of the Companies Act.
x.	An undertaking from Issuer that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application [Refer <i>Annexure A</i>].
xi.	CTC of the resolution of the board of directors / committee / sub-committee for issuance and allotment of debentures.
xii.	Bank Account details alongwith copy of Pre-authorization letter issued by Issuer to banker to seek debt redemption payment related and interest payment related information from the Issuer's bank [Refer <i>Annexure B</i>]

3. Information/ documents to be provided post allotment

i.	CTC of ISIN Activation Letter confirming creation of ISIN Nos. for allotment of debentures or CTC of allotment letters in case the securities are issued in physical form.
ii.	CTC of the confirmation in respect of credit corporate action from NSDL / CDSL.
iii.	CTC of Form PAS-3 - Return of Allotment along with the annexures as filed with the Registrar of Companies.
iv.	CTC of Form "PAS-5 – Record of Private Placement" along with the annexures as filed with the Registrar of Companies and/or SEBI [Not applicable for public issue].
v.	Evidence of payment of the stamp duty in respect of the Debentures issuance (if not already provided at the time of allotment of debentures) with the Depository and the other transaction documents (if not already provided at the time of execution of transaction documents).

4. Documents/ Information required or actions to be undertaken prior to/ at the time of making the application for listing:

i.	An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the debenture trust deed would be executed within the time frame prescribed in the relevant regulations/act/rules etc., and the same would be uploaded on the website of the designated stock exchange, where the debt securities have been listed, within five working days of execution of the same [Refer <i>Annexure A</i>].
ii.	An undertaking that permission / consent from the prior creditor for a second or pari passu charge being created, where applicable, in favor of the trustees to the proposed issue has been obtained [Refer <i>Annexure A</i>].
iii.	an undertaking that charge shall be registered with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI), Depository etc., as applicable, within 30 days of creation of charge [Refer <i>Annexure A</i>].

iv.	Debenture Trust Deed.
v.	Security documents created in favour of debenture trustee.
vi.	KMP confirmation on maintenance of recovery expense fund or duly acknowledged letter from stock exchange confirming the same

5. Documents/ Information required or actions to be undertaken post listing:

i.	<p>CTC of Form CHG – 9 (Application for registration of creation or modification of charge for debentures or rectification of particulars filed in respect of creation or modification of charge for debentures) along with the annexures as filed with the Registrar of Companies.</p> <p>In this regard, it may be noted that in terms of the Circular dated November 03, 2020, bearing reference no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/218, issued by SEBI, the charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge (which is required to be created prior to making an application for listing and non-compliance of the same shall be construed as breach of covenants by Issuer).</p>
ii.	<p>Pledge Monitoring Report for the pledge held in dematerialised form in relation to the pledge to be created over the shares.</p> <p>In this regard, it may be noted that in terms of the Circular dated November 03, 2020, bearing reference no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/218, issued by SEBI, the charge created by Issuer shall be registered with Depository within 30 days of creation of such charge (which is required to be created prior to making an application for listing and non-compliance of the same shall be construed as breach of covenants of the issue by Issuer).</p>
iii.	<p>In case of a non-disposal undertaking, evidence of recordal of such non-disposal undertaking with the depository (to such extent possible under the extant laws) to be obtained.</p>
iv.	<p>List of and copies of all valid, live and applicable insurance policies with endorsement in favor of debenture trustee as applicable.</p>

ANNEXURE A

PART I: Format of undertaking from Issuer, to be taken if they are required to create security interest / charge over its assets to secure the Debentures or for furnishing information to Debenture Trustee

Date: [●]

To,

The Debenture Trustee
[insert name and address]

UNDERTAKING

1. With reference to the proposed issue of [●] [●] [rated/unrated] [listed/unlisted] secured redeemable non-convertible debentures each having a face value of Rs. [●] and aggregate nominal value of Rs. [●] (hereinafter referred to as the “**Debentures**”) by [insert name of issuer] on a [private placement/public issue] basis, [we, [insert name of Issuer], [a company registered under the provisions of Companies Act, [●]], having its registered office at [●] (hereinafter referred to as the “**Issuer**”), [pursuant to the authorization of our Board of Directors vide its resolution passed on [●] in this regard], hereby unequivocally and irrevocable declare, confirm and undertake as follows:
 - (i) the repayment of the Debentures shall be secured, *inter alia*, by way of [description of security to be added here] to be furnished by Issuer and [description of security to be added here] to be furnished by /Mortgagor/Pledgor/Third Party Security Provider / personal guarantor/corporate guarantor]; and
 - (ii) the assets of the Issuer on which charge is proposed to be created, are free from any encumbrance and if assets are already charged, the permissions or consent to create *pari passu* or second or subservient charge on such assets has been obtained from existing chargeholders.
 - (iii) that the securities which shall be pledged as security for the Debentures in favour of Debenture Trustee(s) shall be recorded in the depository system.
 - (iv) that the charge on the securities disclosed in para.1(i) shall be created in favour of the Debenture Trustee prior to filing of the application for listing of the Debentures. Further, the charges created by Issuer or third party security providers shall be registered with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI), Depository etc., as applicable, within 30 days of creation of charge.
 - (v) that the necessary documents for the creation of the charge, where applicable, including the debenture trust deed would be executed within the time frame prescribed in the relevant regulations/act/rules etc., and the same would be uploaded on the website of the designated stock exchange, where the debt securities have been listed, within five working days of execution of the same.
2. The Issuer declares that the information and data furnished to the Debenture Trustee is true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it.
3. The Issuer hereby acknowledges and agrees that in the event of breach of the terms of this undertaking, it shall indemnify and hold harmless the Debenture Trustee for the losses, damages and costs including but not limited to any legal costs, liability or claims of third party which may arise due to breach of the terms of this undertaking.
4. This undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by laws of India and the courts of [insert] shall have jurisdiction over any matters arising hereof.

[signature]

[Authorised Signatory of the Issuer]

Name: [●]

Place: [●]

PART II: Format of undertaking from third-party security providers/personal guarantor, to be taken if they/he/she is required to create security interest / charge over its assets to secure the Debentures

Date: [●]

To,
The Debenture Trustee
[insert name and address]

UNDERTAKING

1. With reference to the proposed issue of [●] [●] [rated/unrated] [listed/unlisted] secured redeemable non-convertible debentures each having a face value of Rs. [●] and aggregate nominal value of Rs. [●] (hereinafter referred to as the “**Debentures**”) by [insert name of issuer] on a [private placement/public issue] basis, [we, [insert name of third party security provider], [a company registered under the provisions of Companies Act, [●]], having its registered office at [●] (hereinafter referred to as the “**Mortgagor/Pledgor/Third Party Security Provider**”), [pursuant to the authorization of our Board of Directors vide its resolution passed on [●] in this regard], [I, [insert name of personal guarantor], aged [●] having passport number [●], residing at [●] (hereinafter referred to as the “**Personal Guarantor**”)], hereby unequivocally and irrevocable declare, confirm and undertake as follows:
 - (i) the repayment of the Debentures shall be secured, *inter alia*, by way of [description of security to be added here] to be furnished by Mortgagor/Pledgor/Third Party Security Provider / personal guarantee to be furnished by the Personal Guarantor; and
 - (ii) the assets of the Mortgagor/Pledgor/Third Party Security Provider / Personal Guarantor on which charge is proposed to be created, are free from any encumbrance and if assets are already charged, the permissions or consent to create *pari passu* or second or subservient charge on such assets has been obtained from existing chargeholders.
 - (iii) that the securities which shall be pledged as security for the Debentures in favour of Debenture Trustee(s) shall be recorded in the depository system.
 - (iv) that the charge on the securities disclosed in para.1(i) shall be created in favour of the Debenture Trustee prior to filing of the application for listing of the Debentures. Further, the charges created shall be registered with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI), Depository etc., as applicable, within 30 days of creation of charge.
2. The Mortgagor/Pledgor/Third Party Security Provider / Personal Guarantor declares that the information and data furnished by the Mortgagor/Pledgor/Third Party Security Provider / Personal Guarantor to the Debenture Trustee is true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it.
3. The Mortgagor/Pledgor/Third Party Security Provider / Personal Guarantor hereby acknowledges and agrees that in the event of breach of the terms of this undertaking, it shall indemnify and hold harmless the Debenture Trustee for the losses, damages and costs including but not limited to any legal costs, liability or claims of third party which may arise due to breach of the terms of this undertaking.
4. This undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by laws of India and the courts of [insert] shall have jurisdiction over any matters arising hereof.

[signature]

[Authorised Signatory of the Mortgagor/Pledgor/Third Party Security Provider]
[Personal Guarantor]

Name: [●]

Place: [●]

PART III: Format of undertaking from corporate guarantor

Date: [●]

To,
The Debenture Trustee
[insert name and address]

UNDERTAKING

1. With reference to the proposed issue of [●] [●] [rated/unrated] [listed/unlisted] secured redeemable non-convertible debentures each having a face value of Rs. [●] and aggregate nominal value of Rs. [●] (hereinafter referred to as the “**Debentures**”) by [insert name of issuer] on a [private placement/public issue] basis, we, [insert name of corporate guarantor], [a company registered under the provisions of Companies Act, [●]], having its registered office at [●] (hereinafter referred to as the “**Guarantor**”), [pursuant to the authorization of our Board of Directors vide its resolution passed on [●] in this regard], hereby unequivocally and irrevocable declare, confirm and undertake as follows:
 - (i) the repayment of the Debentures shall be secured, *inter alia*, by way of corporate guarantee to be furnished by the Guarantor;
 - (ii) the assets of the Guarantor on which charge is proposed to be created are free from any encumbrance and if assets are already charged, the permissions or consent to create pari passu or second or subservient charge on such assets has been obtained from existing charge holders; and
 - (iii) the guarantee to be provided in relation to the Debentures shall be disclosed as “contingent liability” in the “notes to accounts” of financial statement of the Guarantor.
 - (iv) that the securities disclosed in para.1(i) shall be created in favour of the Debenture Trustee prior to filing of the application for listing of the Debentures. Further, the charges created shall be registered with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI), Depository etc., as applicable, within 30 days of creation of charge.
2. The Guarantor declares that the information and data furnished by the Guarantor to the Debenture Trustee is true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it.
3. The Guarantor hereby acknowledges and agrees that in the event of breach of the terms of this undertaking, it shall indemnify and hold harmless the Debenture Trustee for the losses, damages and costs including but not limited to any legal costs, liability or claims of third party which may arise due to breach of the terms of this undertaking.
4. This undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by laws of India and the courts of [insert] shall have jurisdiction over any matters arising hereof.

[signature]

Authorised Signatory of the Guarantor

Name: [●]

Place: [●]

ANNEXURE B

Format of Pre-Authorisation letter from Issuer with appended Consent Letter of Bank

Date: [•]

To,
[Account Bank]
[insert name and Branch Address]

Subject: Pre-authorization letter to Axis Trustee Services Limited appointed as “Debenture Trustee” issue of [□] [□] [rated/unrated] [listed/unlisted] secured redeemable non-convertible debentures each having a face value of Rs. [•] and aggregate nominal value of Rs. [•] (hereinafter referred to as the “Debentures”) by [insert name of issuer] on a [private placement/public issue] basis.

Dear Sir/Madam,

1. We have issued the captioned Debentures and Axis Trustee Services Limited is appointed to act as the Debenture Trustee, for the benefit of the debenture holders.
2. In terms of the SEBI Circular SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 *[copy enclosed]*, we are required to inform to the Debenture Trustee the details of bank and account from which the Debenture /redemption payments and interest payments shall be /are proposed to be made along with a pre-authorization to them (Debenture Trustee) to seek debenture /redemption payment and interest payment related information and data from such bank.
3. We maintain an account no. [] with you which will be utilised for making the redemption payments of the captioned Debentures until the maturity date viz., [];
4. Thus, we hereby grant, irrevocable and unconditional, authority to the Debenture Trustee to liaison and seek information relating to the debt redemption payment and interest payment status from the aforementioned account for ascertaining and monitoring the redemption payment and interest payment status of the captioned Debentures until the maturity date or full discharge/settlement/satisfaction of the Debentures.
5. We request you to give your consent/acknowledgement in writing for exercise of the rights / authority granted in para. no. 4 above to the Debenture Trustee in the suggested format as specified in the Annexure 1 hereunder.

Thanking you,
Yours Faithfully

[Issuer Company]
Encl: SEBI Circular

CC: Axis Trustee Services Limited
[Address]

ENCLOSURE
ON LETTER HEAD OF BANK

[Date]

[Axis Trustee Services Limited]

Dear Sir/Madam

Subject: Pre-authorization letter to Axis Trustee Services Limited appointed as “Debt Trustee” in respect of issue of [] [] [rated/unrated] [listed/unlisted] secured redeemable non-convertible debentures each having a face value of Rs. [•] and aggregate nominal value of Rs. [•] (hereinafter referred to as the “Debtures”) by [insert name of issuer] on a [private placement/public issue] basis.

Ref: Account holder (“Issuer”) Consent Letter ref. no. [] dated []

This is with reference to captioned consent letter requesting us to provide information relating to debt payment status of the subject Debtures.

In this connection, we give our consent to provide you the information/ data relating to redemption payment and interest payment information from the account no. [] being maintained with us by the Company (Issuer) on your request in terms of the SEBI Circular no. SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.

Thanking you,

Authorised Signatory

Copy to:
[Name of Issuer]
[Address]

Date : January 24, 2022

DBL Borgaon Watambare Highways Private Limited

Plot No. 5, Inside Govind Narayan Singh Gate,
Chuna Bhatti, Kolar Road,
Bhopal - 462016 - MP

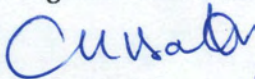
Dear Sir,

Sub: Private Placement of "DBL Borgaon Watambare Highways Private Limited" non convertible debentures to be listed on BSE Limited.

We, the undersigned, hereby give our consent to act as Registrar to the proposed non convertible debentures and to our name being inserted as Registrar to the offer in the letter of offer and other documents filed with statutory authorities.

Thanking you,

Yours faithfully,
For Bigshare Services Private Limited


Babu Rapheal C.
Asst. General Manager



CIN : U99999MH1994PTC076534

DUE DILIGENCE CERTIFICATE BY THE DEBENTURE TRUSTEE AT THE TIME OF FILING THE PRIVATE PLACEMENT MEMORANDUM/ INFORMATION MEMORANDUM

ATSL/DEL/2021-2022/1984

February 07, 2022

To,
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street Mumbai- 400001

Dear Sir / Madam,

SUB.: ISSUE OF 3338 (THREE THOUSAND THREE HUNDRED THIRTY EIGHT) SECURED, LISTED, REDEEMABLE NON-CONVERTIBLE DEBENTURES OF FACE VALUE ₹ 10,00,000 (INDIAN RUPEES TEN LAKHS ONLY) EACH (THE "DEBENTURES") AT PAR AGGREGATING UPTO INR 333.80 CRORE (THREE HUNDRED AND THIRTY THREE CRORES AND EIGHTY LAKHS ONLY) (THE "ISSUE") TO BE ISSUED BY DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED(THE "ISSUER" or "COMPANY")

We, the debenture trustee(s) to the above mentioned forthcoming issue state as follows:

1) We have examined documents pertaining to the said issue and other such relevant documents, reports and certifications.

2) On the basis of such examination and of the discussions with the Issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports and certifications, WE CONFIRM that:

a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued.

b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies).

c) The Issuer has made all the relevant disclosures about the security and also its continued obligations towards the holders of debt securities.

d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document or private placement memorandum/ information memorandum and all disclosures made in the offer document or private placement memorandum/ information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.

e) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document or private placement memorandum/ information memorandum and given an undertaking that debenture trust deed would be executed before filing of listing application.

f) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.

g) All disclosures made in the draft offer document or private placement memorandum/ information memorandum with respect to the debt securities are true, fair and adequate to enable the investors to make a well-informed decision as to the investment in the proposed issue.

We have satisfied ourselves about the ability of the Issuer to service the debt securities.

For Axis trustee Services Limited

Authorised Signatory
Place- New Delhi

DCS/COMP/MK/IP-PPDI/511/21-22

February 08, 2022

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

PLOT NO. 5, INSIDE GOVIND NARAYAN SINGH GATE, CHUNA BHATTI, KOLAR ROAD BHOPAL Bhopal
MP 462016 IN

Dear Sir,

Re: Private Placement Of Issue Of Upto 3338 (“Debentures” or “NCDs”) Senior, Listed, Secured, Redeemable, Non-Convertible Debentures Of A Face Value Of INR. 10 Lakhs Each Aggregating Upto INR. 333.8 Crore In Two Tranches/Series (The “Issue”).

We acknowledge receipt of your application on the online portal on February 08, 2022 seeking In-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

1. Filing of listing application.
2. Payment of fees as may be prescribed from time to time.
3. Compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder and also Compliance with provisions of Companies Act 2013.
4. Receipt of Statutory & other approvals & compliance of guidelines issued by the statutory authorities including SEBI, RBI, DCA etc. as may be applicable.
5. Compliance with change in the guidelines, regulations, directions, circulars of the Exchange, SEBI or any other statutory authorities, documentary requirements from time to time
6. Compliance with below mentioned circular dated June 10, 2020 issued by BSE before opening of the issue to the investors.:

<https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20200610-31>

7. Issuers, for whom use of EBP is not mandatory, specific attention is drawn towards compliance with Chapter XV of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and BSE Circular No 20210519-29 dated May 19, 2021. Accordingly, Issuers of privately placed debt securities in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 or ILDM Regulations for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of such issuance. The details can be uploaded using the following links [Electronic Issuance - Bombay Stock Exchange Limited \(bseindia.com\)](#)

8. It is advised that Face Value of NCDs issue through private placement basis should be kept as per Chapter V of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021

9. Issuers are hereby advised to comply with signing of agreements with both the depositories as per Regulation 7 of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.

This In-Principle Approval is valid for a period of 1 year from the date of issue of this letter or period of 1 year from the date of opening of the first offer of debt securities under the shelf placement memorandum, whichever is applicable. The Exchange reserves its right to withdraw its in-principle approval at any later stage if the information submitted to the Exchange is found to be incomplete/ incorrect/misleading/false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Guidelines/Regulations issued by the statutory authorities etc. Further, it is subject to payment of all applicable charges levied by the Exchange for usage of any system, software or similar such facilities provided by BSE which the Company shall avail to process the application of securities for which approval is given vide this letter.

Yours faithfully,

For BSE Limited

Sd/-
Rupal Khandelwal
Assistant General Manager

Sd/-
Raghavendra Bhat
Deputy Manager



To,
The Board of Directors,
DBL Bargaon Watambare Highways Private Limited

Introduction

We have audited the accompanying Financial Statements of DBL Bargaon Watambare Highways Private Limited which comprises the Balance Sheet as at September 30th 2021 and the Statement of Profit and Loss and Cash flow statement for the Half year ended September 30th 2021 and a summary of significant accounting policies and other explanatory information. The financial statements have been prepared by management based on the Indian Accounting standards prescribed under section 133 of the Companies Act, 2013 as amended read within relevant rules issued there under and the other accounting principles generally accepted in India.

Management's Responsibility for the Financial Information

Management is responsible for the preparation of these financial statements that give a true and fair view of the state of affairs, results of operations and cash flows of the Company in accordance with Indian Accounting standards prescribed under section 133 of the Companies Act, 2013 as amended read within relevant rules issued there under and the other accounting principles generally accepted in India. This includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Standards on Auditing issued by the Institute of Chartered Accountants of India (ICAI). Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion and to the best of our information and according to the explanations given to us, the financial statements give a true and fair view of the state of affairs of DBL Bargaon Watambare Highways Private Limited for the period ended September 30th 2021 and of its results of operations and its cash flows for the period ended September 30th 2021 in accordance with the financial reporting Indian Accounting standards prescribed



under section 133 of the Companies Act, 2013 as amended read within relevant rules issued there under and the other accounting principles generally accepted in India.

Basis of Accounting

Without modifying our opinion, we draw attention to the financial statements, which describes the basis of accounting. The financial statements are prepared to assist Cube Highways & Infrastructure III Pte. Ltd. for the purpose of completion of process for Investment in the said company. As a result, the financial statements may not be suitable for another purpose.

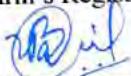
Other Matter

DBL Borgaon Watambare Highways Private Limited has prepared a separate set of financial statements for the period ended September 30th, 2021 in accordance with the Indian Accounting Standards prescribed under section 133 of the Companies Act, 2013 as amended read within relevant rules issued there under and the other accounting principles generally accepted in India on which we issued a separate auditor's report dated September 30th 2021.

For S.L. Chhajed & Co. LLP

Chartered Accountants

Firm's Registration No.: 00070967C/400277



Vijit Baidmutha

Partner

Membership No. 406044

UDIN: 21406044AAABAV1194



Place: **Bhopal**

Date: **November 20th, 2021**

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Balance Sheet as at 30th September, 2021

(Rs. in Lakhs)

Particulars	Notes	As at 30th September, 2021	As at 31st March, 2021
ASSETS			
Non-current assets			
Capital work in progress	2	-	30,604.87
Financial assets			
(i) Trade receivables	3	27,315.51	-
(ii) Loans	6		
(iii) Others	7		
Deferred tax assets	20		
Other non-current asset	4	102.64	-
Total non-current assets		27,418.15	30,604.87
Current assets			
Inventories			
Financial assets			
(i) Trade receivables	3	89.54	-
(ii) Cash and cash equivalent	5	2,061.07	566.39
(iii) Loans	6		
Other current assets	4	4,178.81	4,475.72
Total current assets		6,329.42	5,042.11
TOTAL ASSETS		33,747.57	35,646.99
EQUITY AND LIABILITIES			
Equity			
Equity share capital	8	22.60	22.60
Other equity		(794.29)	644.83
Total Equity		(771.69)	667.42
Liabilities			
Non-current liabilities			
Financial liabilities			
(i) Borrowings	9	26,729.10	26,473.27
(ii) Trade payable	13		
(iii) Other financial liabilities	11	-	-
Provisions	10		
Deferred tax liabilities	20	-	-
Other non-current liabilities	12		
Total non-current liabilities		26,729.10	26,473.27
Current liabilities			
Financial liabilities			
(i) Borrowings	9	6,056.00	6,056.00
(ii) Trade payable	13	154.36	129.32
(iii) Other financial liabilities	11	1,085.40	1,215.16
Other current liabilities	12	6.24	688.62
Provisions	10	488.16	417.19
Current tax liability			
Total current liabilities		7,790.16	8,506.29
TOTAL LIABILITIES		34,519.26	34,979.56
TOTAL EQUITY AND LIABILITIES		33,747.57	35,646.99

The notes referred to above form an integral part of financial statements 1 to 36

As per our Report of even date
For S.L. Chhajed & Co. LLP.
Chartered Accountants
FRN : 000709C/ C400277


(Vijit Baldmutha)
Partner
M. No. 406044



For and on behalf of the Board of Directors of
DBL Bargaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516


(Secma Suryavanshi)
Director
DIN - 00039946


(Javed Khan)
Director
DIN - 08099239

Place : Bhopal
Date : 09-11-2021



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Statement of Profit & Loss for the period ended 30th September, 2021

(Rs. in Lakhs)

	Particulars	Notes	Period Ended 30th September 2021	Year Ended 31st March 2021
(I)	Revenue from Operations	14	6,894.78	20,644.40
(II)	Other income	15	18.21	15.00
(III)	Total Income (I+II)		6,912.99	20,659.40
(IV)	Expenses			
	Cost of construction	16	6,947.15	21,141.68
	Employee benefits expense	17		
	Finance costs	18	1,396.12	2,096.81
	Depreciation and amortization expense	2		
	Other expenses	19	8.83	23.35
	Total expenses (IV)		8,352.10	23,261.83
(V)	Profit/(loss) before exceptional items and tax		(1,439.12)	(2,602.44)
(VI)	Exceptional items			
(VII)	Profit / (loss) before tax (V) - (VI)		(1,439.12)	(2,602.44)
(VIII)	Tax expenses			
	(1) Current tax			
	(2) Deferred tax Liability	20		
(IX)	Profit (Loss) for the period from continuing operations (VII - VIII)		(1,439.12)	(2,602.44)
(X)	Profit/(loss) from discontinued operations			
(XI)	Tax expenses of discontinued operations			
(XII)	Profit/(loss) from discontinued operations (after tax) (X-XI)			
(XIII)	Profit/(loss) for the period VI= (IX+XII)		(1,439.12)	(2,602.44)
(XIV)	Other Comprehensive Income			
	A (i) Items that will not be reclassified to profit or loss			
	(ii) Income tax relating to items that will not be reclassified to profit or loss			
	B (i) Items that will be reclassified to profit or loss			
	(ii) Income tax relating to items that will be reclassified to profit or loss			
(XV)	Total Comprehensive Income for the period (Comprising Profit (Loss) and Other Comprehensive Income for the period) (IX-X)		(1,439.12)	(2,602.44)
(XVI)	Earnings per equity share (for continuing operations)			
	(1) Basic	21	(636.90)	(1,151.74)
	(2) Diluted		(636.90)	(1,151.74)

The notes referred to above form an integral part of financial statements

1 to 36

As per our Report of even date
 For S.L. Chhajed & Co. LLP,
 Chartered Accountants
 FRN : 000709C / C400277

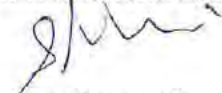


(Vijit Baidmutha)
 Partner
 M. No. 406044



Place : Bhopal
 Date : 09-11-2021

For and on behalf of the Board of Directors of
DBL Bargaon Watambare Highways Pvt Ltd
 CIN: U45203MP2018PTC045516



(Seema Suryavanshi)
 Director
 DIN - 00039946



(Javed Khan)
 Director
 DIN - 08099239



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Cashflow Statement for the period ended 30th September, 2021

(Rs. in Lakhs)

	Particulars	Period Ended 30th September, 2021	Year Ended 31st March, 2021
	CASH FLOW FROM OPERATING ACTIVITIES:		
	Net Profit before tax as per Profit & Loss Account	(1,439.12)	(2,602.44)
	Adjustments for:		
	Interest Income	(18.21)	(15.00)
	Depreciation and amortization expense		
	Finance Cost	1,396.12	2,096.81
	Operating Profit before Working Capital Changes	(61.21)	(520.63)
	Adjusted for:		
	(Increase)/Decrease in Other Non- Current Assets	(27,315.51)	
	(Increase)/Decrease in Other Current Assets	207.37	917.17
	(Increase)/Decrease in Other Non Current Assets	(102.64)	
	Increase/(Decrease) in Trade payable	25.04	129.32
	Increase/(Decrease) in Other financial liabilities	-129.76	1,211.85
	Increase/(Decrease) in Other current liabilities	-682.38	-2,620.47
	Increase/(Decrease) in Provisions	70.96	389.78
	Net cash from Operating Activities before Income Tax	(27,988.12)	(492.98)
	Income tax paid		
A	Net Cash from/ (used in) Operating Activities	(27,988.12)	(492.98)
	CASH FLOW FROM INVESTING ACTIVITIES:		
	(Increase)/Decrease in Financial Assets	30,604.87	(11,204.48)
	Interest Income	18.21	15.00
B	Net Cash from / (used in) Investing Activities	30,623.08	(11,189.48)
	CASH FLOW FROM FINANCING ACTIVITIES:		
	Proceeds form issue of shares including share premium		
	Proceeds from Long Term Borrowings	255.83	8,834.12
	Proceeds from Short Term Borrowings	-	3,683.22
	Finance Cost	(1,396.12)	(2,096.81)
C	Net Cash from / (used in) Financing Activities	(1,140.29)	10,420.53
A+B+C	Net Increase / (Decrease) in Cash and Cash Equivalents	1,494.68	(1,261.93)
	Opening Balance of Cash and Cash Equivalents	566.39	1,828.32
	Closing Balance of Cash and Cash Equivalents	2,061.07	566.39

Notes:

- The above Statement of Cash Flow has been prepared under the 'Indirect Method' as set out in Indian Accounting Standard (Ind AS-7) 'Statement of Cash Flows'



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Cashflow Statement for the period ended 30th September , 2021

2 Cash and Cash Equivalents Comprises of:

(Rs in Lakhs)

Particulars	FY 2021-22	FY 2020-21
2. Cash and Cash Equivalents Comprises of:		
Cash in hands		
Balance with Banks:	1,876.63	386.11
Deposits with Bank	184.43	180.28
Cash and Cash Equivalents (Refer Note 5)	2,061.07	566.39
Cash and Cash Equivalents in Statement of Cash Flow	2,061.07	566.39

3 Reconciliation of Cash Flows from Financial Activities (Ind AS-7)

(Rs in Lakhs)

Particulars	Long Term Borrowings	Short Term Borrowings
Balance as on 01 Apr 2021	27,688.22	6,056.00
Add : Cash inflow	1,691.89	-
Less : Cash outflow	1,565.61	-
Add : Non - Cash inflow	-	-
Less : Non - Cash outflow	-	-
Balance as on 30th September, 2021	27,814.50	6,056.00

4 The amount of significant cash and cash equivalent balances held by the entity that are not available for use by the group.

The notes referred to above form an integral part of financial statements

1 to 36


As per our Report of even date
For S.L. Chhajed & Co. LLP.
Chartered Accountants
FRN : 000709C/ C400277



(Vijit Baidmutha)
Partner
M. No. 406044



For and on behalf of the Board of Directors of
DBL Borgaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516



(Seema Suryavanshi)
Director
DIN - 00039946



(Javed Khan)
Director
DIN - 08099239

Place : Bhopal
Date : 09-11-2021



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Statement for Change in Equity for the period ended 30th September, 2021

A. Equity share capital		(Rs. in Lakhs)
Particulars	No. of Shares	Amount
Balance as on 1 April 2020	50,000	5.00
Changes in equity share capital during the year	175,956	17.60
Balance as on 31 March 2021	225,956	22.60
Balance as on 1 April 2021	225,956	22.60
Changes in equity share capital during the year	-	-
Balance as on 30th September, 2021	225,956	22.60

B. Other equity

Particulars	Reserves and Surplus		
	Securities Premium	Retained Earnings	Total
As on 01st April 2020	4,908.42	(1,661.15)	3,247.26
Profit or (loss)	-	(2,602.44)	(2,602.44)
Security premium collected on issue of share.	-	-	-
Balance as on 31st March 2021	4,908.42	(4,263.59)	644.83
As on 01st April 2021	4,908.42	(4,263.59)	644.83
Profit or (loss)	-	(1,439.12)	(1,439.12)
Security premium collected on issue of share.	-	-	-
Balance as on 30th September, 2021	4,908.42	(5,702.70)	(794.29)

The notes referred to above form an integral part of financial statements

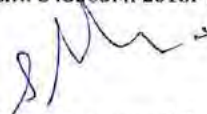
1 to 36

As per our Report of even date
For S.L. Chhajed & Co. LLP.
 Chartered Accountants
 FRN : 000709C/C400277


(Vijit Baidmutha)
 Partner
 M. No. 406044



For and on behalf of the Board of Directors of
DBL Borgaon Watambare Highways Pvt Ltd
 CIN: U45203MP2018PTC045516


(Seema Suryavanshi)
 Director
 DIN - 00039946


(Javed Khan)
 Director
 DIN - 08099239

Place : Bhopal
 Date : 09-11-2021



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to the financial statements for the period ended 30th September 2021

Corporate and General Information Company Overview

DBL Borgaon Watambare Highways Private Limited (the 'company') is domiciled in India with its registered office at Bhopal, Madhya Pradesh, India. The Company has been incorporated under the provisions of the Companies Act, 2013. The company is a Special Purpose Vehicle which was formed to undertake the project of development of Four laning of Sangli - Solpaur section Package- II on HAM basis in the State of Maharashtra.

These financial statements were authorized to be issued by the board of directors on November 9th, 2021.

Note 1: Significant Accounting Policies

This note provides a list of the significant accounting policies adopted in the preparation of these consolidated financial statements. These policies have been consistently applied to all the years presented, unless otherwise stated.

A. Basis of preparation

1. Compliance with Ind AS

The financial statements of the Company comply in all material aspects with Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013 (the Act) read with Rule 4 of the Companies (Indian Accounting Standards) Rules, 2015 and other relevant provisions of the Act.

2. Historical cost convention

The financial statements have been prepared on a historical cost basis, except that there are certain financial assets and financial liabilities are measured at fair value;

3. New and amended standards adopted by the Company:

The Company has applied the following standards and amendments for the first time for their annual reporting period commencing April 1, 2019:

- Amendment to Ind AS 109 - Financial Instruments
- Amendment to Ind AS 12 - Income Taxes
- Amendment to Ind AS 23 - Borrowing costs

The amendments listed above did not have any material impact on the current period and are not expected to significantly affect the future period. **Standard issued but not effective:**

Segment reporting

Operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision maker (CODM). The Managing Director of the Company has been identified as CODM and he assesses the financial performance and position of the Company, and makes strategic decisions. Refer Note 30 for segment information.

Operating cycle

Assets and liabilities are classified as current if it is expected to realize or settle within 12 months after the balance sheet date.

B. Revenue recognition

Service concession arrangement

The company recognises an intangible asset arising from the service concession agreement to the extent the company has right to charge for the use of concession infrastructure. Intangible asset would be initially measured at cost.



Revenue is measured based on the transaction price as specified in the contract with the customer. It excludes taxes or other amounts collected from the customer in its capacity as an agent.

Revenue related to construction or upgrade services provided under service concession arrangement is recognised based on the stage of completion method, consistent with the company's accounting policy on recognizing revenue on construction contracts. Operation/ service revenue is recognised in the period in which the services are provided by the company.

Interest income on service concession receivable is recognised as it accrues in the statement of profit or loss on basis of effective interest rate method.

Variable consideration

The company estimates the amount of revenue to be recognized on variable consideration using the expected value (i.e., the sum of a probability-weighted amount) or the most likely amount method, whichever is expected to better predict the amount.

The Company's claim for extra work, incentives and escalation in rates relating to execution of contracts are recognized as revenue in the year in which said claims are finally accepted by the clients. Claims under arbitration/ disputes are accounted as income based on final award. Expenses on arbitration are accounted as incurred.

Revenues are shown net of Goods & Service Tax, applicable discounts and allowances.

Recognition of Turnover as per Goods and Service Tax Act, 2017

On receipt of the grant support from the authority during the construction period, the company recognises the revenue as a reduction of cost from Intangible asset value i.e. considered as a part of Balance Sheet. However, as per the circular ref. NHAI/F&A/GST -2017- 18/SM from NHAI dated 29th September, 2017 (Circular-3.3.14), it is stated that payments made by NHAI at the time of construction period which is 40% of the Bid project cost will fall under the purview of GST and GST shall be applicable with 100% Input Tax Credit (ITC) on such portion of the value of work done. Hence, the impact of GST to this extent shall be considered by the concessionaire. The same is treated as a turnover and shown in GSTR-1. AS a result, it will always be a part of reconciliation item on comparing the Revenue shown as per books of accounts and as per GST portal.

Interest Income

Interest income is recognised using effective interest rate (EIR) method.

The 'effective interest rate' is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument to:

- the gross carrying amount of the financial assets; or
- the amortised cost of the financial liabilities.

Other Income

All other income is accounted on accrual basis when no significant uncertainty exists regarding the amount that will be received.

C. Income Taxes

Current Tax

Current tax comprises the expected tax payable or receivable on the taxable income or loss for the year and any adjustment to the tax payable or receivable in respect of previous years. The amount of current tax reflects the best estimate of the tax amount expected to be paid or received after considering the uncertainty,



if any, related to income taxes. It is measured using tax rates (and tax laws) enacted or substantively enacted by the reporting date

Current tax assets and current tax liabilities are offset only if there is a legally enforceable right to set off the recognised amounts, and it is intended to realise the asset and settle the liability on a net basis or simultaneously.

Minimum alternative tax (MAT) credit is recognized as an asset only when and to the extent there is convincing evidence that the Company will pay income tax higher than that computed under MAT, during the year that MAT is permitted to be set off under the Income Tax Act, 1961 (specified year). In the year, in which the MAT credit becomes eligible to be recognized as an asset the said asset is created by way of a credit to the Statement of profit and loss and shown as MAT credit entitlement. The Company reviews the same at each balance sheet date and writes down the carrying amount of MAT credit entitlement to the extent there is no longer convincing evidence to the effect that the Company will pay income tax higher than MAT during the specified year.

Deferred Tax

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the corresponding amounts used for taxation purposes. Deferred tax is also recognised in respect of carried forward tax losses and tax credits. Deferred income tax assets and liabilities are measured using tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date and are expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of changes in tax rates on deferred income tax assets and liabilities is recognized as income or expense in the period that includes the enactment or the substantive enactment date. A deferred income tax asset is recognized to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences and tax losses can be utilized. The company offsets current tax assets and current tax liabilities, where it has a legally enforceable right to set off the recognized amounts and where it intends either to settle on a net basis, or to realize the asset and settle the liability simultaneously.

D. Leases

Lease payments to be made under reasonably certain extension options are also included in the measurement of the liability. The lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be readily determined, which is generally the case for leases in the Company, the lessee's incremental borrowing rate is used, being the rate that the individual lessee would have to pay to borrow the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, security and conditions.

To determine the incremental borrowing rate, the Company:

- where possible, uses recent third-party financing received by the individual lessee as a starting point, adjusted to reflect changes in financing conditions since third party financing was received;
- uses a build-up approach that starts with a risk-free interest rate adjusted for credit risk for leases held by Company, which does not have recent third-party financing, and makes adjustments specific to the lease, e.g. term, country, currency and security.

Lease payments are allocated between principal and finance cost. The finance cost is charged to profit or loss over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period.

Right-of-use assets are measured at cost comprising the following:

- the amount of the initial measurement of lease liability
- any lease payments made at or before the commencement date less any lease incentives received
- any initial direct costs, and
- restoration costs.

Right-of-use assets are generally depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis.



Payments associated with short-term leases of equipment and all leases of low-value assets are recognised on a straight-line basis as an expense in profit or loss. Short-term leases are leases with a lease term of 12 months or less. Low-value assets comprise IT equipment and small items of office furniture.

E. Impairment of non-financial assets

Non-financial assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs of disposal and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows which are largely independent of the cash inflows from other assets or group of assets (cash-generating units). Non-financial assets that suffered an impairment are reviewed for possible reversal of the impairment at the end of each reporting period.

F. Cash and cash equivalents

For the purpose of presentation in the statement of cash flows, cash and cash equivalents includes cash on hand, deposits held at call with financial institutions, other short-term, highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities in the balance sheet.

G. Trade receivables

Trade receivables are amounts due from customers for goods sold or services performed in the ordinary course of business. Trade receivables are recognized initially at fair value. The Company holds the trade receivables with the objective to collect the contractual cash flows and therefore measures them subsequently at amortised cost using the effective interest method, less loss allowance.

H. Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets and liabilities are recognized when the Company becomes a party to the contractual provisions of the instrument.

I. Financial Assets:

Classification: The Company classifies its financial assets in the following measurement categories:

- i) those to be measured subsequently at fair value (either through other comprehensive income, or through the Statement of Profit or Loss), and
- ii) those measured at amortized cost.

The classification depends on the entity's business model for managing the financial assets and the contractual terms of the cash flows.

Initial recognition and measurement

Financial assets are recognized when the Company becomes a party to the contractual provisions of the instrument. Financial assets are recognized initially at fair value plus, in the case of financial assets not recorded at fair value through Statement of Profit or Loss, transaction costs that are attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed of in the Statement of Profit or Loss.

Subsequent measurement

After initial recognition, financial assets are measured at:

- i) fair value (either through other comprehensive income or through profit
- ii) amortized cost



Debt instruments

Subsequent measurement of debt instruments depends on the Company business model for managing the asset and the cash flow characteristics of the asset. There are three measurement categories into which the Company classifies its debt instruments:

- i) **Amortized Cost:** Assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. Interest income from these financial assets is included in finance income using the effective interest rate method. Any gain or loss arising on derecognition is recognised directly in profit or loss and presented in other gains / (losses). Impairment losses are presented as separate line item in the statement of profit and loss.
- ii) **Fair Value through Other Comprehensive Income (FVOCI):** Assets that are held for collection of contractual cash flows and for selling the financial assets, where the assets' cash flows represent solely payments of principal and interest, are measured at FVOCI. Movements in the carrying amount are taken through OCI, except for the recognition of impairment gains or losses, interest revenue and foreign exchange gains and losses, which are recognized in the Statement of Profit and Loss. When the financial asset is derecognized, the cumulative gain or loss previously recognized in OCI is reclassified from equity to profit or loss and recognized in other gains/ (losses). Interest income from these financial assets is included in other income using the effective interest rate method.
- iii) **Fair Value through Profit or Loss (FVTPL):** Assets that do not meet the criteria for amortized cost or FVOCI are measured at FVTPL. A gain or loss on a debt investment that is subsequently measured at fair value through profit or loss is recognized in profit or loss in the period in which it arises. Interest income from these financial assets are recognized in the Statement of profit and loss.

Impairment of Financial Assets

The Company applies Expected Credit Loss (ECL) model for measurement and recognition of expected credit loss on the following financial assets and credit risk exposure:

- i) financial assets that are debt instruments, and are measured at amortized cost e.g. loans, deposits, and bank balance.
- ii) Trade Receivables;

The Company follows 'simplified approach' for recognition of impairment loss allowance on trade receivables, which do not contain a significant financing component.

The application of simplified approach does not require the Company to track changes in credit risk. Rather, it recognizes impairment loss allowance based on lifetime ECLs at each reporting date, right from its initial recognition.

Derecognition of Financial Assets

A financial asset is derecognized only when:

- i) the Company has transferred the rights to receive cash flows from the financial asset or
- ii) retains the contractual rights to receive the cash flows of the financial asset, but assumes a contractual obligation to pay the cash flows to one or more recipients.

Where the entity has transferred an asset, the Company evaluates whether it has transferred substantially all risks and rewards of ownership of the financial asset. In such cases, the financial asset is derecognized. Where the entity has not transferred substantially all risks and rewards of ownership of the financial asset, the financial asset is not derecognized.

Where the entity has neither transferred a financial asset nor retains substantially all risks and rewards of ownership of the financial asset, the financial asset is derecognized if the Company has not retained control of the financial asset. Where the Company retains control of the financial asset, the asset is continued to be recognized to the extent of continuing involvement in the financial asset.



J. Income Recognition

Interest income - Interest income from financial assets at fair value through profit or loss is disclosed as interest income within other income. Interest income on financial assets at amortised cost and financial assets at FVOCI is calculated using the effective interest method is recognised in the statement of profit and loss as part of other income.

Interest income is calculated by applying the effective interest rate to the gross carrying amount of a financial asset except for financial assets that subsequently become credit-impaired. For credit-impaired financial assets the effective interest rate is applied to the net carrying amount of the financial asset (after deduction of the loss allowance).

K. Financial Liabilities:

Initial recognition and measurement

Financial liabilities are initially measured at its fair value plus or minus, in the case of a financial liability not at fair value through profit or loss, transaction costs that are directly attributable to the issue/origination of the financial liability.

Subsequent Measurement

Financial liabilities are classified as measured at amortized cost or FVTPL. A financial liability is classified as at FVTPL if it is classified as held- for- trading, or it is a derivative or it is designated as such on initial recognition. Financial liabilities at FVTPL are measured at fair value and net gains and losses, including any interest expense, are recognized in statement of profit and loss. Other financial liabilities are subsequently measured at amortized cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognized in statement of profit and loss. Any gain or loss on derecognition is also recognized in statement of profit and loss.

Derecognition

A financial liability is derecognized when the obligation specified in the contract is discharged, cancelled or expires. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred or liabilities assumed, is recognized in profit or loss as other gains/(losses).

L. Offsetting Financial Instruments

Financial assets and liabilities are offset and the net amount is reported in the Balance Sheet where there is a legally enforceable right to offset the recognized amounts and there is an intention to settle on a net basis or realize the asset and settle the liability simultaneously. The legally enforceable right must not be contingent on future events and must be enforceable in the normal course of business and in the event of default, insolvency or bankruptcy of the Company or the counterparty.

M. Property, plant and equipment

All items of property, plant and equipment are stated at historical cost less accumulated depreciation and impairment. Historical Cost comprises of the purchase price including import duties and non-refundable taxes and directly attributable expenses incurred to bring the asset to the location and condition necessary for it to be capable of being operated in the manner intended by management.

Subsequent costs are included in the asset's carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the company and the cost of the item can be measured reliably. The carrying amount of any component



accounted for as a separate asset is derecognized when replaced. All other repairs and maintenance are charged to profit or loss during the reporting period in which they are incurred.

Depreciation methods, rates and residual value

Depreciation is calculated on cost of items of property, plant and equipment less their estimated residual values over their estimated useful lives using the straight-line method, and is generally recognised in the statement of profit and loss. Assets acquired under finance leases are depreciated over the shorter of the lease term and their useful lives unless it is reasonably certain that the company will obtain ownership by the end of the lease term. Freehold land is not depreciated.

Depreciation on additions (disposals) is provided on a pro-rata basis i.e. from (up to) the date on which asset is ready for use (disposed of).

N. Trade and other payables

These amounts represent liabilities for goods and services provided to the Company prior to the end of financial year which are unpaid. Trade and other payables are presented as current liabilities unless payment is not due within 12 months after the reporting period. They are recognized initially at their fair value and subsequently measured at amortized cost using the effective interest method.

O. Borrowings

Borrowings are initially recognized at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortized cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognized in profit or loss over the period of the borrowings using the effective interest method.

Borrowings are removed from the balance sheet when the obligation specified in the contract is discharged, cancelled or expired.

Borrowings are classified as current liabilities unless the Company has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period.

P. Labour Cess

As per The Building and other Construction Worker's Welfare Cess Rules, 1998 the construction employer's is required to Pay 1% of their Construction Cost to the government as Tax or Levy for the welfare of the Workers.

The company has changed the accounting policy for Labour Cess as per New policy the company will book the labour cess deducted by NHAI as Current asset and as expenses and no labour cess will be deducted on amount payable to EPC contractor i.e. Dilip Buildcon Limited. A provision will be made of same amount by which current asset is created.

Q. Provisions and Contingencies

Provisions - Provisions involving substantial degree of estimation in measurement are recognized when there is a present obligation as a result of past events, it is probable that there will be an outflow of resources and a reliable estimate can be made of the amount of the obligation. These are reviewed at each balance sheet date and adjusted to reflect the current best estimate. Contingent liabilities are not provided for and are disclosed by way of notes.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost in the statement of profit and loss

Contingent liabilities - Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Company, or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle the obligation or a reliable estimate of the amount cannot be made.



R. Claims

Claims against the Company not acknowledged as debts are disclosed under contingent liabilities. Claims made by the company are recognised as and when the same is approved by the respective authorities with whom the claim is lodged.

S. Contributed equity

Equity shares are classified as equity. Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

T. Dividends

Provision is made for the amount of any dividend declared, being appropriately authorised and no longer at the discretion of the entity, on or before the end of the reporting period but not distributed at the end of the reporting period.

U. Earnings per share

1. Basic earnings per share - Basic earnings per share is calculated by dividing:
 - a) The profit attributable to owners of the company
 - b) By the weighted average number of equity shares outstanding during the financial year, adjusted for bonus elements in equity shares issued during the year
2. Diluted earnings per share - Diluted earnings per share adjusts the figures used in the determination of basic earnings per share to take into account:
 - a) the after-income tax effect of interest and other financing costs associated with dilutive potential equity shares, and
 - b) the weighted average number of additional equity shares that would have been outstanding assuming the conversion of all dilutive potential equity shares.

V. Rounding of amounts

All amounts disclosed in the financial statements and notes have been rounded off to the nearest lakh as per the requirement of Schedule III, unless otherwise stated.

W. Critical estimates and judgements

Preparation of the financial statements requires use of accounting estimates which, by definition, will seldom equal the actual results. This note provides an overview of the areas that involved a higher degree of judgements or complexity, and of items which are more likely to be materially adjusted due to estimates and assumptions turning out to be different than those originally assessed. Detailed information about each of these estimates and judgements is included in relevant notes together with information about the basis of calculation for each affected line item in the financial statements.

A. Judgements in applying accounting policies

The judgements, apart from those involving estimations (see note below) that the Company has made in the process of applying its accounting policies and that have a significant effect on the amounts recognised in these financial statements pertain to useful life of assets. The Company is required to determine whether its intangible assets have indefinite or finite life which is a subject matter of judgement.

B. Key source of estimation uncertainty

The following are the key assumptions concerning the future, and other key sources of estimation uncertainty at the end of the reporting period that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year:



a) Property, Plant and Equipment

Determination of the estimated useful lives of tangible assets and the assessment as to which components of the cost may be capitalized. Useful lives of tangible assets are based on the life prescribed in Schedule II of the Companies Act, 2013. In cases, where the useful lives are different from that prescribed in Schedule II, they are based on technical advice, taking into account the nature of the asset, the estimated usage of the asset, the operating conditions of the asset, past history of replacement, anticipated technological changes, manufacturers' warranties and maintenance support.

b) Recognition and measurement of defined benefit obligations

The obligation arising from defined benefit plan is determined on the basis of actuarial assumptions. Key actuarial assumptions include discount rate, trends in salary escalation and vested future benefits and life expectancy. The discount rate is determined based on the prevailing market yields of Indian Government Securities as at the Balance Sheet Date for the estimated term of the obligations.

c) Recognition of deferred tax assets

A deferred tax asset is recognised for all the deductible temporary differences to the extent that it is probable that taxable profit will be available against which the deductible temporary difference can be utilised.

d) Recognition and measurement of other provision

The recognition and measurement of other provisions are based on the assessment of the probability of an outflow of resources, and on past experience and circumstances known at the balance sheet date. The actual outflow of resources at a future date may therefore vary from the figure included in other provisions.

e) Discounting of long-term financial instrument

All financial instruments are required to be measured at fair value on initial recognition. In case of financial instruments which are required to be subsequently measured at amortised cost, interest is accrued using the effective interest method.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Notes to financial statements for the period ended 30th September, 2021****Note 2 : Capital Work In Progress****Period ended 30th September, 2021**

Particulars	Gross Carrying Value				Depreciation/Amortization				Net Carrying Value	
	As at 01/04/21	Additions	Deductions	As at 30/09/21	As at 01/04/21	For the year	Deductions	As at 30/09/21	As at 30/09/21	As at 31/03/21
	Financial Asset in progress	30,604.87	5,477.66	36,082.54	-	-	-	-	-	-
Total	30,604.87	5,477.66	36,082.54	-	-	-	-	-	-	30,604.87

Year ended 31st March, 2021

Particulars	Gross Carrying Value				Depreciation/Amortization				Net Carrying Value	
	As at 01/04/20	Additions	Deductions	As at 31/03/21	As at 01/04/20	For the year	Deductions	As at 31/03/21	As at 31/03/21	As at 31/03/20
	Financial Asset in progress	19,400.39	19,695.47	8,490.99	30,604.87	-	-	-	-	30,604.87
Total	19,400.39	19,695.47	8,490.99	30,604.87	-	-	-	-	30,604.87	19,400.39



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the period ended 30th September, 2021

Note :- 3 Trade Receivables

		(Rs. in Lakhs)	
Particulars		30-09-2021	31st March, 2021
Non Current			
Unsecured, considered good		27,315.51	
Total Non Current		27,315.51	
Current			
Unsecured considered good		89.54	
Total Current		89.54	
Total		27,405.05	

Note :- 4 Other Assets

		(Rs. in Lakhs)	
Particulars		30-09-2021	31st March, 2021
Non-current			
Unamortised Processing Fees		102.64	
Total Non-current		102.64	
Current			
Deposit with Govt Authorities		3,527.55	3,851.37
Labour Cess Deducted by Department		468.11	364.44
Withheld amount- NHAI		145.69	5.53
COS Advance - DBL (Related party)		-	246.91
Prepaid Expenses		4.70	2.18
Unamortised Processing Fees		22.51	-
Income tax deducted at source (21-22)		3.92	-
Income tax deducted at source (20-21)		4.53	3.48
Income tax deducted at source (19-20)		1.82	1.82
Total Current		4,178.81	4,475.72
Total		4,281.45	4,475.72

Note : 5 Cash And Cash Equivalents

		(Rs. in Lakhs)	
Particulars		30-09-2021	31st March, 2021
Fixed Deposit Accounts		184.43	180.28
Balance with Banks			
-PNB escrow account		1,876.63	385.71
- Other bank accounts		-	0.40
Total		2,061.07	566.39

There are no repatriation restrictions with regard to cash and cash equivalents as at the end of reporting period and prior period

The operations of escrow account, withdrawals from escrow account and obligations of the escrow bank is to be referred with the escrow agreement executed between the concessionaire and the authority executed on 15-04-2019

Note : 6 Loans

		(Rs. in Lakhs)	
Particulars		30-09-2021	31st March, 2021
Loans to Holding Company			
Loans to Fellow Subsidiary			
Total			

Note : 7 Other Financial Assets

		(Rs. in Lakhs)	
Particulars		30-09-2021	31st March, 2021
Current			
Advance given			
Advance for investment in shares			
Total			



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the period ended 30th September, 2021

Note 8: Equity Share Capital

Particulars	(Rs. in Lakhs)	
	30th September, 2021	31st March, 2021
Authorised shares		
2,50,000 Equity Shares of Rs. 10 Each	25.00	25.00
Total	25.00	25.00
Issued, subscribed and fully paid-up shares		
225956 Equity Shares of Rs. 10 Each fully paid-up	22.60	22.60
Total	22.60	22.60

a) Terms/rights attached to equity shares

The Company has a single class of equity shares. Accordingly, all equity shares rank equally with regard to dividends and share in the Company's residual assets. The equity shares are entitled to receive dividend as declared from time to time. The voting rights of an equity shareholder on a poll (not on show of hands) are in proportion to its share of the paid up equity capital of the Company. Voting rights cannot be exercised in respect of shares on which any call or other sums presently payable have not been paid.

On winding up of the Company, the holders of equity shares will be entitled to receive the residual assets of the Company, remaining after distribution of all preferential amounts in proportion to the number of equity shares held.

As per the records of the company, including its registers of shareholders/ member and other declaration received from shareholders regarding beneficial interest, the above shareholding represents both legal and beneficial ownership of shares.

b) Reconciliation of the no. of shares and amounts outstanding at the beginning and at the end of the reporting period:

Particulars	(Rs. in Lakhs)			
	September 30,2021		March 31,2021	
	Numbers	Amount (Rs.)	Numbers	Amount (Rs.)
At the beginning of the period	225,956	22.60	225,956	22.60
Shares issued during the period	-	-	-	-
Outstanding at the end of the period	225,956	22.60	225,956	22.60

c) Details of shareholders holding more than 5% shares in the Company

Particulars	September 30,2021		March 31,2021	
	Numbers	Amount (Rs.)	Numbers	Shareholding %
Equity shares of Rs. 10 each fully paid				
Dilip Buildcon Limited	225,856	99.96%	225,856	99.96%

* 100 shares are held by others shareholders as nominee of Dilp Buildcon Limited



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the period ended 30th September , 2021

Note 9 : Borrowings

		(Rs. in Lakhs)	
Particulars	30-Sep-2021	31-Mar-2021	
Non-current			
(a) Secured			
Term loans			
From Banks	12,607.26	12,600.85	
From Other Parties	15,207.24	15,087.37	
Less: Current maturities of non-current borrowings disclosed under the head 'Other financial liabilities - Current' (Refer note 11)	1,085.40	1,214.95	
Non-current borrowings	26,729.10	26,473.27	
Current			
(a) Unsecured			
From Related Parties	6,056.00	6,056.00	
Current borrowings	6,056.00	6,056.00	
Total borrowings	32,785.10	32,529.27	

Details of terms of repayment and securities provided in respect of secured term loans are as under:

- 1) The holding company has pledged 61% shares in favour of Axis Trustee Services Ltd (security trustee).
The loan is secured by a first charge on borrower's immovable properties, both present and future,tangible moveable assets (including but not limited to all current/ non- current asstes) both present and future other than the asset forming part of the Project Assets, Escrow account and Sub accounts, and intangible assets.
- 2) The loan is also secured by corporate gaurantee of Dilip Buildcon Limited (holding company) till the receipt of 1st annuity and personal guarantee of Mr. Dilip Suryavanshi, the managing director of the holding company, Mrs. Seema Suryavanshi, the whole time director of the holding company and Mr. Devendra Jain, whole time director of the company.
- 3)

Terms of Repayment

- 4) Loan will be repaid in 26 unequal half yearly instalments as referred to the Loan Agreement post the moratorium period. Repayment will start from 20-07-2021 subject to actual completion date and after considering 3 months extension for project completion received from authority

Terms of Unsecured Loan:

- 5) The company has received interest free loan from its related parties based on the exemption given under section 186(11) of the Companies Act 2013.The Unsecured Loan received is quasi equity investment by the related party.
- 6) The loans are given for expansion and general purpose of the business.
- 7) The loan given is repayable by the related and non-related parties 'on demand'.
- 8) Disclosure pursuant to Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and section 186 of the Companies Act, 2013

(i) Financial Year 2021-22

(Rs. in Lakhs)				
Particulars	1 year	1-3 years	Beyond 3 Years	Total Amount
Term Loans From Banks	857.29	3,492.21	8,257.76	12,607.26
Term Loans From Others	228.11	988.47	13,990.66	15,207.24
Total	1,085.40	4,480.68	22,248.42	27,814.50



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the period ended 30th September, 2021

Note 10: Provisions

(Rs. in Lakhs)		
Particulars	30-Sep-2021	31-Mar-2021
Current		
Provision for Audit Fees Payable	1.05	1.44
Provision for other technical fees payable	0.30	0.18
Provision for Labour Cess	468.11	364.44
Provision for IE Fees	18.70	50.43
Provision for Expenses	-	0.69
Total Current provisions	488.16	417.19

Note 11: Other financial liabilities

Particulars	30-Sep-2021	31st March, 2021
Current maturities of long term borrowings		
-From Banks	1,085.40	1,214.95
Creditors for expenses	-	0.21
Total	1,085.40	1,215.16

Note 12: Other Current liabilities

Particulars	30-Sep-2021	31st March, 2021
Current		
COS Advance from NHAI	-	249.40
Interest on MOB advance	-	404.12
Withheld- utility	6.24	32.99
TDS Payable	-	2.11
Total	6.24	688.62

Note : 13 Trade Payables

Particulars	30-Sep-2021	31st March, 2021
a Payable to MSME Vendor		
b Payable to creditors other than MSME Vendor		
Payable to related parties	154.36	6.92
Other	-	122.40
Total	154.36	129.32

The disclosure in respect of the amount payable to enterprises which have provided goods and services to the Company and which qualify under the definition of micro and small enterprises, as defined under Micro, Small and Medium Enterprises Development Act, 2006 has been made in the financial statement as at 30-September-2021 based on the information received and available with the Company. On the basis of such information, no interest is payable to any micro, small and medium enterprises. Auditors have relied upon the information provided by the Company."

The Company's exposure to currency and liquidity risks related to trade payable is disclosed in Note 30.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Notes to financial statements for the period ended 30th September, 2021****Note 14 : Revenue from Operations**

		(Rs. in Lakhs)	
Particulars	30-09-2021	31-03-2021	
Contract Receipts - INDAs	5,477.66	19,695.47	
Contract Receipts (utility)	152.65	948.93	
Income from O&M	4.46	-	
Interest Income on Financial Assets	56.40	-	
Interest Income on Balance Completion Cost	85.07	-	
Change of Scope	1,118.52	-	
Total	6,894.78	20,644.40	

(a) Disaggregated Revenue Information

Having regard to the nature of contract with customer, there is only one type of category of revenue; hence disclosure of disaggregation of revenue is not given.

(b) Receivable under Concession Arrangement and Contract Balances

The company classifies the right to consideration in exchange for deliverables as either receivable or unbilled revenue. A receivable is a right to consideration that is unconditional upon passage of time. Revenue for such services is recognized as related services are performed. Revenue in excess of billings is recorded as unbilled revenue and is classified as financial asset for those cases as right to consideration is unconditional upon passage of time. Invoicing to the customer is based on milestone as defined in the contract.

(c) The Transaction Price allocated to the remaining performance obligations (unsatisfied or partially unsatisfied) as at 30th September 2021 are as follows:

The total Bid project cost of the project is Rs. 102,940.00 Lacs. The aggregate value of performance obligations that are completely satisfied and booked as revenue till 30th September 2021 is Rs. 27,259.11 Lacs after adjusting the grant received from authority as per the concession agreement on achievement of project milestone. Remaining performance obligation estimates are subject to change and affected by several factors including terminations, change of scope of contracts, occurrence of same is expected to be remote.

Note 15 : Other Income

		(Rs. in Lakhs)	
Particulars	30-09-2021	31-03-2021	
Interest Income			
Interest from banks on deposits	18.21	15.00	
Other income		-	
Total	18.21	15.00	



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Notes to financial statements for the period ended 30th September, 2021****Note 16 : Cost of Construction**

Particulars	(Rs. in Lakhs)	
	30-09-2021	31-03-2021
Subcontractor Charges (utility)	140.39	872.73
Insurance Charges	15.43	42.26
Administration Charges for Utility Shifting	6.81	42.36
Labour Cess and Taxes	105.19	376.43
Change of Scope	1,110.76	
IE Fees	90.90	112.43
Cost Of Material Consumed IND AS	5,477.66	19,695.47
Total	6,947.15	21,141.68

Note 17 : Employee Benefit Expense

Particulars	(Rs. in Lakhs)	
	30-09-2021	31-03-2021
Salaries, Wages and Bonus		
Total		

Note 18 : Finance Cost

Particulars	(Rs. in Lakhs)	
	30-09-2021	31-03-2021
Bank charges	5.26	(48.22)
Interest on MOB advance	(19.63)	46.43
Interest on Term Loan	1,398.37	2,061.27
Unwinding of processing fees	12.12	36.13
Other Borrowing Cost	-	1.19
Total	1,396.12	2,096.81

Note 19 : Other Expenses

Particulars	(Rs. in Lakhs)	
	30-09-2021	31-03-2021
Audit fees	0.50	1.25
Professional tax	0.03	0.03
Miscellaneous expenses	0.00	0.01
Fines and Penalties	-	0.01
Interest on TDS	-	0.04
Interest on GST	0.00	-
Tour and travels	(0.01)	(0.01)
AMC, Technical and Professional Charges	8.32	21.89
Advertisement charges	-	0.14
Total	8.83	23.35



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Notes to financial statements for the period ended 30th September, 2021****Note 20: Deferred Tax****(Rs. in Lakhs)**

Deferred tax relates to the following: Deferred tax asset / (liability)	Balance sheet		Statement of profit and loss & other comprehensive income	
	30-09-2021	31-03-2021	For the year ended 30-09-2021	For the year ended 31-03-2021
			Expense/(Income)	Expense/(Income)
Deferred tax asset	-	-	-	-
Total	-	-	-	-
Deferred tax liability	-	-	-	-
Prepaid expenses	-	-	-	-
Others liabilities	-	-	-	-
Total	-	-	-	-
Net deferred tax asset / (liability)	-	-	-	-
Deferred tax expense/(income)			-	-
- Recognised in statement of profit and loss			-	-
- Recognised in statement of other comprehensive income			-	-



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Notes to financial statements for the period ended 30th September, 2021****Note 21: Remuneration to Auditors****(Rs. in Lakhs)**

Particulars	30th September, 2021	31st March, 2021
Statutory Audit Fees	0.50	1.25
For other services: Certification fees	-	-
Tax Audit Fees	-	-
Total	0.50	1.25

Note 22: Earning per Share (Basic and diluted)

Particulars	30th September, 2021	31st March, 2021
Profit / (Loss) for the year before tax	(1,439.12)	(2,602.44)
Less : Attributable Tax thereto	-	-
Profit / (Loss) after Tax	(1,439.12)	(2,602.44)
Weighted average number of equity shares used as denominator	225956	225956
Weighted average number of equity shares for calculating diluted EPS	225956	225956
Basic earning per share of nominal value of Rs 10/- each	(636.90)	(1,151.74)
Basic earning per share of nominal value of Rs 10/- each	(636.90)	(1,151.74)

Note:

Weighted average number of equity shares is the number of equity shares outstanding at the beginning of the year adjusted by the number of equity shares issued during the year multiplied by the time weighting factor. The time weighting factor is the number of days for which the specific share are outstanding as a proportion of total number of days during the year/ period

Note 23: Related party transaction

Name of the related party	Nature of relationship
Dilip Buildcon Limited	Holding Company
Seema Suryavanshi	Director
Javed Khan	Director
Devendra Jain	Director, KMP, Holding Company
Bharat Singh	Director
Dilip Suryavanshi	KMP, Holding Company
Mr. R S Garg, CFO	KMP, Holding Company
Mr. Abhishek Shrivastava, Compliance Officer	KMP, Holding Company

Related Party Transactions with Parent Company and its closing balances

The terms and conditions of the transactions with key management personnel and their related parties were no more favourable than those available, or those which might reasonably be expected to be available, in respect of similar transactions with non-key management personnel related entities on an arm's length basis.

The transactions from related parties are made on terms equivalent to those that prevail in arm's length transactions. Outstanding balances at the year-end are unsecured and interest free and settlement occurs in cash.

The aggregate value of the Company's transactions and outstanding balances relating to key management personnel and entities over which they have control or significant influence is as follows:



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Notes to financial statements for the period ended 30th September, 2021**

Details of related party transactions	Holding Company	
	FY 2021-22	FY 2020-21
Particulars		
Expenses		
Subcontractor charges	5,477.66	19,695.47
Other borrowing cost	-	1.19
Admin charges for utility	6.81	42.36
Change of Scope	1,110.76	
	6,595.24	19,739.02
Assets		
Mobilisation Advance given	-	-
COS Advance given	-	246.91
Total	-	246.91
Liability		
Unsecured Loan	6,056.00	6,056.00
Trade Payable	154.36	6.92
Total	6,210.36	6,062.92
Transactions		
Mobilisation Advance (Cr.)	-	2,527.20
Mobilisation Advance (Dr.)	-	-
COS Advance (Cr.)	246.91	-
COS Advance (Dr.)	-	246.91
Trade Payable (Cr.)	7,012.80	19,991.91
Trade Payable (Dr.)	6,865.36	19,985.00
Repayment of Unsecured Loan Given	-	73.50
Unsecured Loan Taken	-	3,756.72
Total	14,125.06	46,581.22

Note 24: Balances in respect of Creditors, receivables and various advances are subject to confirmation from the respective parties.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the period ended 30th September, 2021

Note 25: Fair value of financial assets and liabilities

Set out below, is a comparison by class of the carrying amounts and fair value of the Company's financial instruments that are recognised in the financial statements.

		(Rs. In Lakhs)			
	Particulars	Carrying value	Fair value	Carrying value	Fair value
		30-09-2021	30-09-2021	31-03-2021	31-03-2021
	Financial Asset				
(a)	Carried at amortised cost				
	Other financial asset				
	Cash and cash equivalent *	2,061.07	2,061.07	566.39	566.39
	Financial Liabilities				
a)	Carried at amortised cost				
	Borrowings	32,785.10	32,785.10	32,529.27	32,529.27
	Trade payable *	154.36	154.36	129.32	129.32
	Other financial liabilities	1,085.40	1,085.40	1,215.16	1,215.16

The Company maintains policies and procedures to value financial assets or financial liabilities using the best and most relevant data available. In addition, the Company internally reviews valuations, including independent price validation for certain instruments. Further, in other instances, Company retains independent pricing vendors to assist in corroborating the valuations of certain instruments.

The fair value of the financial assets and liabilities are included at the amount at which the instrument that would be received to sell an asset or paid to transfer liability in an orderly transaction between market participants at the measurement date.

The following methods and assumptions were used to estimate the fair values:

* The company has not disclosed the fair values of trade payables, trade receivables, cash and cash equivalents, because their carrying amounts are reasonable approximation of fair value.

Long-term fixed-rate and variable-rate receivables/borrowings are evaluated by the company based on parameters such as interest rates, individual creditworthiness of the customer and the risk characteristics of the financed project. Based on this evaluation, allowances are taken into account for the expected credit losses of these receivables. As of reporting date the carrying amounts of such receivables, net of allowances are not materially different from their calculated fair values.

Carrying value of loans from banks, other non current borrowings and other financial liabilities is estimated by discounting future cash flows using rates currently available for debt on similar terms, credit risk and remaining maturities. The own non- performance risk as at reporting date was assessed to be insignificant.

Fair value hierarchy

The following table provides the fair value measurement hierarchy of Company's assets and liabilities grouped into Level 1 to Level 3 as described in significant accounting policies - Note 2. Further table describes the valuation techniques used, key inputs to valuations and quantitative information about significant unobservable inputs for fair value measurements.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the period ended 30th September, 2021

Quantitative disclosures fair value measurement hierarchy for assets as at 30th September, 2021

Sr. No.	Particulars	Fair value measurement using		Valuation technique used	Inputs used
		Level 1	Level 2		
	Assets for which fair values are disclosed				
(a)	Financial assets measured at amortised cost				
(i)	Borrowings		32,785.10	Discounted cash flows	Forecast cash flows, discount rate, maturity
(ii)	Other financial liabilities		1,085.40		

Note:

The carrying amount of financial assets and liabilities are considered to be the same as their fair values due to the current and short term nature of such balances and no material differences in the values.

Measurement of fair values (Levels 1,2 and 3)

Level:1

It includes investment in equity shares and mutual fund that has a quoted price and which are actively traded on the stock exchange. It has been valued using the closing price as at the reporting period on the stock exchange.

Level:2

The fair value of financial instruments that are not traded in an active market is determined using valuation techniques which maximise the use of observable market data and rely as little as possible on entity specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in level 2.

Level:3

These instruments are valued based on significant unobservable inputs whereby future cash flows are discounted using appropriate discount rate.

When measuring the fair value of an asset or a liability, the Company uses observable market data as far as possible. If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Notes to financial statements for the period ended 30th September, 2021****Note 26: Capital management**

For the purpose of the Company's capital management, capital includes issued equity capital, share premium and all other equity reserves. The primary objective of the Company's capital management is to maximise the shareholder value.

The Company manages its capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants. Company monitors capital using a gearing ratio, which is net debt divided by total capital plus net debt. Company's policy is to keep the gearing ratio between 70% and 100%. The Company includes within net debt, interest bearing loans and borrowings, trade and other payables, less cash and cash equivalents, excluding discontinued operations.

Particulars	Rs in Lakhs	
	30th September'2021	31st March, 2021
Loans and borrowings	32,785.10	32,529.27
Trade payables	154.36	129.32
Other financial liabilities	1,085.40	1,215.16
Less: Cash and cash equivalents	2,061.07	566.39
Net debt	31,963.79	33,307.35
Equity	(771.69)	667.42
Capital and net debt	31,192.10	33,974.78
Gearing ratio	102.47%	98.04%

Note 27: Segment Reporting**Basis for Segmentation**

In accordance with the requirements of Ind AS-108 'Segment Reporting', the Company is primarily engaged in a business of civil construction and has no other primary reportable segments. The Managing Director of the Company allocates the resources and assesses the performance of the Company, thus he is the Chief Operating Decision Maker (CODM). The CODM monitors the operating results of the business as a single segment, hence no separate segment needs to be disclosed.

Information About Geographical Areas

As the Company operates in India only, hence no separate geographical segment is disclosed.

Information About Major Customers

Revenue of the Company derived from single customer (NHAI) which amounts to 10% or more of the Company's revenue.

Note 28: Impairment of financial assets

The credit risk on the financial assets has not increased since the initial recognition, therefore the company measures the loss allowance for the financial assets at an amount equal to 12 month expected credit losses. Since the financial assets are expected to be realised within the contractual period of the invoice raised, as such, there is no ECL (expected credit loss) envisaged in the value of financial assets under SCA (Service Concession agreement) by the management.

Note 29: Impact of Covid 19

The company has evaluated the impact of COVID - 19 resulting from the possibility of constraints to its revenue from construction activities. The company has concluded that the impact of COVID - 19 is not material on revenue from construction activity. Due to the nature of the pandemic, the company will continue to monitor developments to identify significant uncertainties relating to revenue in future periods.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Notes to financial statements for the period ended 30th September, 2021****Note 30: Fair Value Measurements**

The Company's activities expose it to variety of financial risks: credit risk, liquidity risk and market risk. The Company's focus is to foresee the unpredictability of financial markets and seek to minimize potential adverse effects on its financial performance. The Board of Directors has overall responsibility for the establishment and oversight of the Company's risk management framework. Risk management systems are reviewed periodically to reflect changes in market conditions and the Company's activities. The Board of Directors oversee compliance with the Company's risk management policies and procedures, and reviews the risk management framework. The Company's financial liabilities comprise mainly of borrowings, trade and other payables. The Company's financial assets comprise mainly of cash & cash equivalents and other receivables.

Credit Risk

Credit risk is the risk that a counterparty will not meet the obligations under a financial instrument or customer contract, leading to a financial loss. The Company is exposed to credit risk primarily financial assets including deposits with banks. The Company's exposure and credit ratings of its counterparties are continuously monitored and the aggregate value of transactions is reasonably spread amongst the counterparties.

Impact of Covid-19

The Company considered current and anticipated future economic conditions relating to industries the Company deals. The Company has specifically evaluated the potential impact of Covid-19 on its customers and on its ongoing contract. So far, in relationship with these unexpected conditions and events, the Company's obligations on contracts did not result in any termination of contract, late completion penalties or any litigations with clients or suppliers.

Finally, the Company's exposure to credit risk on its operating activities has led to no major reconsideration of the Expected Credit Losses on customers at end of September, 2021.

Liquidity Risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Company's approach to managing liquidity is to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Company's reputation.

Exposure to Liquidity Risk

The following are the remaining contractual maturities of financial liabilities at the reporting date. The amounts are gross and undiscounted.

Particulars	Carrying Amount	Contractual Cash Flows			
		Total	Less than 1 year	1-3 years	More than 3 years
Non-derivative financial liabilities as on 30.09.2021					
Borrowings	32,785.10	32,785.10	6,056.00	4,480.68	22,248.42
Trade payables	154.36	154.36	154.36		
Other current financial liabilities	1,085.40	1,085.40	1,085.40		
Total	34,024.86	34,024.86	7,295.76	4,480.68	22,248.42
Non-derivative financial liabilities as on 31.03.2021					
Borrowings	32,529.27	32,529.27	6,056.00	4,998.26	21,475.01
Trade payables	-	-	-		
Other current financial liabilities	1,215.16	1,215.16	1,215.16		
Total	33,744.43	33,744.43	7,271.16	4,998.26	21,475.01



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the period ended 30th September, 2021

Market Risk

Market risk is the risk that changes in market prices - such as foreign exchange rates, interest rates and equity prices - will affect the Company's income or the value of its holdings of financial investments. Market risk is attributable to all market risk sensitive financial instruments including foreign currency receivables and payables. The Company is exposed to market risk primarily related to foreign exchange rate risks. Thus, our exposure to market risk is a function of revenue generating and operating activities in foreign currency. The objective of market risk management is to avoid excessive exposure in foreign currency revenues and costs.

(a) Currency Risk

The functional currency of the Company is Indian Rupees (Rs). The Company is not exposed to foreign currency risk.

(b) Price Risk

The Company is not exposed to any price risk.

(c) Interest Rate Risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is exposed to interest rate risk resulting from fluctuations in interest rates. Company's borrowing includes unsecured loan taken from banks & the Parent Company. Summary of financial assets and financial liabilities has been provided below.

Exposure to Interest Rate Risk

The interest rate profile of the Company's interest bearing financial instrument as reported to management is as follows:

Particulars	30-Sep-21	31-Mar-21
Fixed rate instruments		
Financial assets	2,061.07	566.39
Financial liabilities	34,024.86	33,873.75
Variable rate instruments		
Financial assets		
Financial liabilities		

Interest Rate Sensitivity

Profit and Loss is sensitive to higher/lower interest expenses from borrowings as a result of change in interest rates. The following table demonstrates the sensitivity of floating rate instruments to a reasonably possible change in interest rates. The risk estimates provided assume a parallel shift of 100 basis points interest rate across all yield curves. This calculation also assumes that the change occurs at the balance sheet date and has been calculated based on risk exposures outstanding as at that date. The year end balances are not necessarily representative of the average debt outstanding during the period.

Sensitivity Analysis (Impact on Profit Before Tax)

Particulars	30-Sep-21	31-Mar-21
Interest Rate		
Increase by 100 basis points	-	-
Decrease by 100 basis points	-	-



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the period ended 30th September , 2021

Note 31: Foreign Currency transaction

Particulars	30-Sep-21	31-Mar-21
(i) Expenditure in foreign currency	-	-
(ii) CIF value of import	-	-
(iii) FOB value of export	-	-
(iv) Earnings in foreign exchange	-	-
(v) Remittance in foreign exchange	-	-

Note 32: Disclosure pursuant to Para 6 of appendix D of Ind AS 115 for Service Concession Agreements

Description of the Arrangement	Significant Terms of the Arrangement	Financial Assets as at 30-09-2021
DBL Bargaon Watambare Highways Private Limited is formed as a special purpose vehicle (SPV) to implementing a road project envisaging Four Laning of Sangli- Solapur (Package- II: Bargaon to Watambare) section of NH-166 from existing Ch. Km 219.956 to Ch. 272.394 (Design Ch. Km. 224.000 to Km. 276.000) of length 52 Km. in the state of Maharashtra on Hybrid Annuity Mode	Bid Project Cost of the project is Rs. 1029.40 Crores with O& M cost of Rs. 3 crores	-
	The authority shall pay the total BPC to the concessionaire in two parts. 40% of the BPC shall be payable in 5 installments during construction period and the remaining BPC of 60% will be payable in 30 biannual installments after 180 days from Completion date of the project.	
	Concession period comprises of 730 days of construction period and operation of 15 years commencing from Completion Date starting from the appointed date i.e. 22.04.2019	
	The project has achieved Provisional Completion with effect from 24.09.2021	

Note 33: Events after reporting period

There is no subsequent event after the reporting period which requires adjustments to the financial statements.

Note 34: Contingent Liability

There are no contingent liabilities as on September 30,2021

Note 35: Other Notes

In the opinion of the Board, the current assets, loans & advances, have a value on realization in the ordinary course of business at least equal to the amount at which they are stated in the Balance Sheet.

There were no litigation pending against the company which could be materially impact its financial position as at the end of the year.

Note 36 : Regrouping and Reclassification has been done wherever necessary.

The notes referred to above form an integral part of financial statements

1 to 36

As per our Report of even date
For S.L. Chhajed & Co. LLP.
 Chartered Accountants
 FRN : 000709C/ C400277


(Vijit Baidmutha)
 Partner
 M. No. 406044



Place : Bhopal
 Date : 09-11-2021

For and on behalf of the Board of Directors of
DBL Bargaon Watambare Highways Pvt Ltd
 CIN: U45203MP2018PTC045516


(Seema Suryavanshi)
 Director
 DIN - 00039946


(Javed Khan)
 Director
 DIN - 08099239





INDEPENDENT AUDITOR'S REPORT

To
The Members of
DBL Borgaon Watambare Highways Private Limited

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of DBL Borgaon Watambare Highways Private Limited which comprises the Balance Sheet as at March 31st, 2021, the Statement of Profit and Loss (including Other Comprehensive Income), Statement of Changes in Equity and Statement of Cash Flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with accounting principles generally accepted in India, of the state of affairs of the Company as at March 31st, 2021, and profit/loss, total comprehensive income, the changes in equity and its cash flows for the year ended on that date.

Basis for Opinion

We conducted our audit in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Information other the standalone financial statements and Auditor's report thereon

The Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Directors Report, Business Responsibility Report, but does not include the financial statements and our auditor's report thereon. The Annual report is expected to be made available to us after the date of this auditor's report.



Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above when it becomes available and, in doing so, consider whether the other information is materially inconsistent with the financial statement or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed on the other information obtained prior to the date of this auditor's report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and those charged with governance for the financial statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these standalone Ind AS financial statements that give a true and fair view of the financial position, financial performance, including other comprehensive income, changes in equity and cash flows of the Company in accordance with accounting principles generally accepted in India, including Indian Accounting Standards (Ind AS) prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended.

This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate implementation and maintenance of accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the standalone financial statement that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so. Those Board of Directors are also responsible for overseeing the company's financial reporting process.

Auditor's Responsibilities for the Audit of financial statement

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these standalone financial statements.



As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our qualified opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the relevant internal financial controls relevant to audit in order to design adequate audit procedures that are appropriate in the circumstances. Under section 143(i) of the Act, we are also responsible for expressing our opinion on whether the Company has adequate internal financial controls system in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our qualified opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the Standalone Financial Statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the financial statements may be influenced. We consider quantitative materiality and qualitative factors in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the financial statements.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.



Other Matter

In view of the Government imposed lockdown due to Covid-19, we wish to highlight that due to the restrictions on physical movement and strict timelines, the entire audit team could not visit the company. We have only been able to examine the books of accounts and relevant documents through scanned documents received in electronic mode and not in original. Our audit procedures were designed to obtain sufficient appropriate audit evidence under these exceptional circumstances. We adopted following procedures:

- Conducted verification of necessary records/documents electronically through remote access.
- Carried out verification of scanned copies of documents, certificates and related records made available to us through emails and remote access over secure network of the company.
- Making enquires and gathering necessary audit evidence through video conferencing, dialogues and discussions over mobile, emails and similar communication channel.

Our opinion is not modified in respect of this matter.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, we give in the Annexure A a statement on the matters specified in paragraph 3 and 4 of the Order, to the extent applicable.

2. As required by Section 143(3) of the Act, we report that:

- a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
- b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
- c) The Balance Sheet, the Statement of Profit and Loss, and the Cash Flow Statement and the statement of changes in equity dealt with by this Report are in agreement with the books of account.
- d) In our opinion, the aforesaid financial statements comply with the Indian Accounting Standards specified under Section 133 of the Act, read with relevant rules there under.
- e) On the basis of the written representations received from the directors as on 31st March, 2021 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2021 from being appointed as a director in terms of Section 164 (2) of the Act.



f) With respect to the adequacy of the Internal Financial Control over financial reporting of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure B"

g) With respect to the other matters to be included in the Auditors Report in accordance with the requirements of Section 197(16) of the Act, as amended:

The provisions of section 197 of the companies Act are not applicable on the remuneration paid by the Company to its directors henceforth there is no non compliance in remuneration paid to the directors.

With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

i) The Company does not have any pending litigations which would impact its financial position.

ii) The Company does not have any long-term contracts including derivative contracts for which there are any material foreseeable losses.

iii) There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company during the year ended March 31st,2021.

For S.L.Chhajed & Co. LLP
Chartered Accountants
FRN: 000709C/ C400277



(Vijit Baidmutha)

Partner

M. No. 406044

UDIN: 21406044AAAAKO8103



Date : May 18th, 2021

Place: Bhopal

Annexure- A

TO THE INDEPENDENT AUDITORS' REPORT

- i. The company does not have any tangible fixed asset and therefore it does not have to maintain records showing full particulars, including quantitative details and situations of fixed assets. Henceforth, the requirements of paragraph 3(i) of the Order are not applicable
- ii. The company had no inventory during and at the year end. Therefore, the reporting requirements of paragraph 3(ii) of the Order are not applicable.
- iii. According to the information and explanations given to us and as verified by us, the Company has not granted any secured or unsecured loans to companies, firms, limited liability partnerships or other parties covered in the register maintained under section 189 of the Companies Act, 2013. Accordingly, the reporting requirements under sub clause (a), (b) and (c) of the order are not applicable.
- iv. In our opinion and according to the information and explanations given to us there are no loans, investments, guarantees and securities granted in respect of which provisions of section 185 and 186 of the Act are applicable and hence the reporting requirements under clause (iv) of paragraph 3 of the order are not applicable.
- v. In our opinion and according to the information and explanations given to us, the company has not accepted deposits from public within the meaning of sections 73 to 76 of the Companies Act, 2013 and the Companies (Acceptance of Deposits) Rules. Consequently, the directives issued by Reserve Bank of India and the provisions of sections 73 to 76 of the Act and the rules framed thereunder are not applicable.
- vi. We have broadly reviewed the books of account maintained by the company pursuant to the rules made by the Central Government for the maintenance of cost records under section 148(1) of the Companies Act 2013 related to highway construction under HAM basis and road work business, and are of the opinion that prima facie, the specified accounts and records have been made and maintained. We have not, however, made a detailed examination of the same.
- vii. (a) According to information and explanations given to us and our examination of records the company is regular in depositing undisputed statutory dues including provident fund, employees' state insurance, income-tax, goods and service tax and any other statutory dues to the appropriate authorities and no undisputed amount is payables in respect of provident fund, income tax, goods and service tax, cess and other material statutory dues which were arrear as on 31st March, 2021 for more than six months from the date it became payable.

(b) According to information and explanations given to us there are no dues of income tax or sales tax or service tax or duty of customs or duty of excise or value added tax have not been deposited on account of any dispute.
- viii. In our opinion and according to the information and explanations given to- us, the Company has not defaulted in repayment of dues to financial institutions, bank or debenture holders.



- i. In our opinion and explanations given to us money raised by term loan has been applied by the company for the purpose for which it was raised. The company has not raised money by way of Initial Public Offer or further public offer (including debt instruments).
- ii. Based on the audit procedures performed by us for the purpose of reporting the true and fair view of the financial statements and as per the information and explanations given to us by the management, we report that we have neither come across any instance of fraud by the company or on the company by its officers or employees, noticed or reported during the year, nor have we been informed of any such case by the management.
- iii. According to the information and explanations given to us, the company has not paid any managerial remuneration during the year and hence the reporting requirements under clause (xi) of paragraph 3 of the order are not applicable.
- iv. In our opinion the company is not a Nidhi Company. Therefore, the reporting requirements under clause (xii) of paragraph 3 of the order are not applicable.
- v. In our opinion and explanations given to us section 177 and 188 of Companies Act, 2013 with regard to transactions with related party and all details as per accounting standard have been disclosed in the Financial Statements.
- vi. The company has not made any preferential allotment or private placement of shares or fully or partly convertible debentures during the year under audit.
- vii. According to information and explanations given to us the company has not entered into any non-cash transaction with the directors or person connected with him.
- viii. In our opinion and information provided to us the company is not required to be registered under 45-IA of Reserve Bank of India Act, 1934.

For S.L. Chhajed & Co. LLP
Chartered Accountants
FRN: 000709C/ C400277

(Vijit Baidmutha)
Partner

M. No. 406044

UDIN: 21406044AAAAK08103



Date : May 18th, 2021
Place: Bhopal

Annexure- B

TO THE INDEPENDENT AUDITORS' REPORT

(Referred to in paragraph 2(f) under "Report on Other Legal and Regulatory Requirements" of our report of even date)

Report on the Internal Financial Control over Financial Reporting Under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013

We have audited the internal financial control over financial reporting of DBL Bargaon Watambare Highways Private Limited, as of 31st March, 2021 in conjunction with our audit of the standalone Financial Statements of the Company for the year ended on that date.

MANAGEMENT'S RESPONSIBILITY FOR INTERNAL FINANCIAL CONTROLS

The Company's management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accounts of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

AUDITORS' RESPONSIBILITY

Our responsibility is to express an opinion on the Company's internal financial control over financial reporting based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the Guidance Note) issued by the Institute of Chartered Accountants of India and the Standards on Auditing prescribed under Section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's internal financial controls system over financial reporting.



MEANING OF INTERNAL FINANCIAL CONTROLS OVER FINANCIAL REPORTING

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that

- (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company;
- (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
- (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

INHERENT LIMITATIONS OF INTERNAL FINANCIAL CONTROLS OVER FINANCIAL REPORTING.

Because of the inherent limitations of internal financial controls over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting to future period are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

OPINION

In our opinion, to the best of our information and according to the explanations given to us, the Company has, in all material respects, an adequate internal finance controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at 31st March 2021, based on the Internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

For S.L. Chhajed & Co. LLP
Chartered Accountants
FRN: 000709C/ C400277

(Vijit Baidmutha)
Partner

M. No. 406044

UDIN: 21406044AAAAK08103



Date: May 18th, 2021

Place: Bhopal

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Balance Sheet as at 31st March, 2021

(Rs. in Lakhs)

Particulars	Notes	As at 31st March, 2021	As at March 31, 2020
ASSETS			
Non-current assets			
Capital work in progress	2	30,604.87	19,400.39
Financial assets			
(i) Trade receivables	3		
(ii) Loans	6		
(iii) Others	7		
Deferred tax assets	20		
Other non-current asset	4		
Total non-current assets		30,604.87	19,400.39
Current assets			
Inventories			
Financial assets			
(i) Trade receivables	3		
(ii) Cash and cash equivalent	5	566.39	1,828.32
(iii) Loans	6		
Other current assets	4	4,475.72	5,392.89
Total current assets		5,042.11	7,221.21
TOTAL ASSETS		35,646.99	26,621.60
EQUITY AND LIABILITIES			
Equity			
Equity share capital	8	22.60	22.60
Other equity		644.83	3,247.26
Total Equity		667.42	3,269.86
Liabilities			
Non-current liabilities			
Financial liabilities			
(i) Borrowings	9	26,473.27	17,639.15
(ii) Trade payable	13		
(iii) Other financial liabilities	11		
Provisions	10		
Deferred tax liabilities	20		
Other non-current liabilities	12		
Total non-current liabilities		26,473.27	17,639.15
Current liabilities			
Financial liabilities			
(i) Borrowings	9	6,056.00	2,372.78
(ii) Trade payable	13	129.32	
(iii) Other financial liabilities	11	1,215.16	3.31
Other current liabilities	12	688.62	3,309.08
Provisions	10	417.19	27.42
Current tax liability			
Total current liabilities		8,506.29	5,712.59
TOTAL LIABILITIES		34,979.56	23,351.74
TOTAL EQUITY AND LIABILITIES		35,646.98	26,621.60

The notes referred to above form an integral part of financial statements

1 to 36

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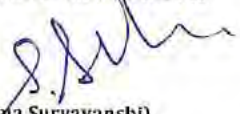
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As per our Report of even date
For S.L. Chhajed & Co. LLP.
Chartered Accountants
FRN : 000709C/ C400277


(Vinit Baidmutha)
Partner
M. No. 406044



For and on behalf of the Board of Directors of
DBL Boragaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516


(Seema Suryavanshi)
Director
DIN - 00039946


(Javed Khan)
Director
DIN - 08099239



Place : Bhopal
Date : 18-05-2021

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Statement of Profit & Loss for the year ended 31st March , 2021

(Rs. in Lakhs)

	Particulars	Notes	Year Ended 31st March 2021	Year ended March 31,2020
(I)	Revenue from Operations	14	20,644.40	44,133.33
(II)	Other income	15	15.00	18.52
(III)	Total Income (I+II)		20,659.40	44,151.85
(IV)	Expenses			
	Cost of construction	16	21,141.68	44,205.04
	Employee benefits expense	17	-	-
	Finance costs	18	2,096.81	1,327.09
	Depreciation and amortization expense	2	-	-
	Other expenses	19	23.35	102.49
	Total expenses (IV)		23,261.83	45,634.62
(V)	Profit/(loss) before exceptional items and tax		(2,602.44)	(1,482.77)
(VI)	Exceptional items			
(VII)	Profit / (loss) before tax (V) - (VI)		(2,602.44)	(1,482.77)
(VIII)	Tax expenses			
	(1) Current tax			
	(2) Deferred tax Liability	20	-	-
(IX)	Profit (Loss) for the period from continuing operations (VII - VIII)		(2,602.44)	(1,482.77)
(X)	Profit/(loss) from discontinued operations			
(XI)	Tax expenses of discontinued operations			
(XII)	Profit/(loss) from discontinued operations (after tax) (X- XI)			
(XIII)	Profit/(loss) for the period VI= (IX+XII)		(2,602.44)	(1,482.77)
(XIV)	Other Comprehensive Income			
	A (i) Items that will not be reclassified to profit or loss			
	(ii) Income tax relating to items that will not be reclassified to profit or loss			
	B (i) Items that will be reclassified to profit or loss			
	(ii) Income tax relating to items that will be reclassified to profit or loss			
(XV)	Total Comprehensive Income for the period (Comprising Profit (Loss) and Other Comprehensive Income for the		(2,602.44)	(1,482.77)
(XVI)	Earnings per equity share (for continuing operations)			
	(1) Basic	21	(1,151.74)	(715.60)
	(2) Diluted		(1,151.74)	(715.60)

The notes referred to above form an integral part of financial statements

1 to 36


As per our Report of even date
For S.L. Chhajed & Co. LLP.
 Chartered Accountants
 FRN : 000709C/ C400277



(Vijit Baidmutha)
 Partner
 M. No. 406044



Place : Bhopal
 Date : 18-05-2021

For and on behalf of the Board of Directors of
DBL Boragaon Watabare Highways Pvt Ltd
 CIN: U45203MP2018PTC045516


(Seema Suryavanshi)
 Director
 DIN - 00039946


(Javed Khan)
 Director
 DIN - 08099239



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Cashflow Statement for the year ended 31st March, 2021

(Rs. in Lakhs)

	Particulars	Year Ended 31st March, 2021	Year ended March 31, 2020
	CASH FLOW FROM OPERATING ACTIVITIES:		
	Net Profit before tax as per Profit & Loss Account	(2,602.44)	(1,482.77)
	Adjustments for:		
	Interest Income	(15.00)	18.22
	Depreciation and amortization expense		
	Finance Cost	2,096.81	1,327.09
	Operating Profit before Working Capital Changes	(520.63)	(137.47)
	Adjusted for:		
	(Increase)/Decrease in Other Non- Current Assets		-13.52
	(Increase)/Decrease in Other Current Assets	917.17	(5,349.81)
	Increase/(Decrease) in Trade payable	129.32	
	Increase/(Decrease) in Other financial liabilities	1,211.85	-5.63
	Increase/(Decrease) in Other current liabilities	-2,620.47	3,307.65
	Increase/(Decrease) in Provisions	389.78	26.90
	Net cash from Operating Activities before Income Tax	(492.98)	(2,171.87)
	Income tax paid		
A	Net Cash from/ (used in) Operating Activities	(492.98)	(2,171.87)
	CASH FLOW FROM INVESTING ACTIVITIES:		
	(Increase)/Decrease in Financial Assets	(11,204.48)	(19,400.39)
	Interest Income	15.00	(18.22)
B	Net Cash from / (used in) Investing Activities	(11,189.48)	(19,418.61)
	CASH FLOW FROM FINANCING ACTIVITIES:		
	Proceeds form issue of shares including share premium		4,926.01
	Proceeds from Long Term Borrowings	8,834.12	17,639.15
	Proceeds from Short Term Borrowings	3,683.22	2,156.59
	Finance Cost	(2,096.81)	(1,327.09)
C	Net Cash from / (used in) Financing Activities	10,420.53	23,394.67
A+B+C	Net Increase / (Decrease) in Cash and Cash Equivalents	(1,261.93)	1,804.18
	Opening Balance of Cash and Cash Equivalents	1,828.32	24.14
	Closing Balance of Cash and Cash Equivalents	566.39	1,828.32

Notes:

- The above Statement of Cash Flow has been prepared under the 'Indirect Method' as set out in Indian Accounting Standard (Ind AS-7) 'Statement of Cash Flows'



2 Cash and Cash Equivalents Comprises of:

Particulars	FY 2020-21	FY 2019-20
2. Cash and Cash Equivalents Comprises of:		
Cash in hands		
Balance with Banks:	386.11	1,443.11
Deposits with Bank	180.28	385.22
Cash and Cash Equivalents (Refer Note 5)	566.39	1,828.32
Cash and Cash Equivalents in Statement of Cash Flow	566.39	1,828.32

3 Reconciliation of Cash Flows from Financial Activities (Ind AS-7)

Particulars	(Rs in Lakhs)	
	Long Term Borrowings	Short Term Borrowings
Balance as on 01 Apr 2020	17,639.15	2,372.78
Add : Cash inflow	12,207.53	3,756.72
Less : Cash outflow	2,158.46	73.50
Add : Non - Cash inflow	-	-
Less : Non - Cash outflow	-	-
Balance as on 31st March, 2021	27,688.22	6,056.00

4 The amount of significant cash and cash equivalent balances held by the entity that are not available for use by the group.

The notes referred to above form an integral part of financial statements

1 to 36

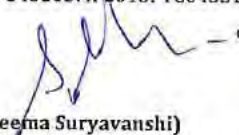
As per our Report of even date
For S.L. Chhajed & Co. LLP.
Chartered Accountants
FRN : 000709C/ C400277


(Vinit Baidmutha)
(Partner)
M. No. 406044



Place : Bhopal
Date : 18-05-2021

For and on behalf of the Board of Directors of
DBL Boragaon, Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516


(Seema Suryavanshi)
Director
DIN - 00039946


(Javed Khan)
Director
DIN - 08099239



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Statement for Change in Equity for the year ended 31st March, 2021**

A. Equity share capital		(Rs. in Lakhs)
Particulars	No. of Shares	Amount
Balance as on 1 April 2019	50,000	5.00
Changes in equity share capital during the year	1,75,956	17.60
Balance as on 31 March 2020	2,25,956	22.60
Balance as on 1 April 2020	2,25,956	22.60
Changes in equity share capital during the year	-	-
Balance as on 31st March, 2021	2,25,956	22.60

Particulars	Reserves and Surplus		
	Securities Premium	Retained Earnings	Total
As on 01st April 2019		(178.38)	(178.38)
Profit or (loss)		(1,482.77)	(1,482.77)
Security premium collected on issue of share.	4,908.42		4,908.42
Balance as on 31 March 2020	4,908.42	-1,661.15	3,247.26
As on 01st April 2020	4,908.42	(1,661.15)	3,247.26
Profit or (loss)		(2,602.44)	(2,602.44)
Security premium collected on issue of share.	-	-	-
Balance as on 31st March, 2021	4,908.42	(4,263.59)	644.83

The notes referred to above form an integral part of financial statements

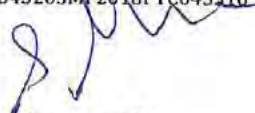
1 to 36

As per our Report of even date
For S.L. Chhajed & Co. LLP,
Chartered Accountants
FRN : 000709C/ C400277


(Vijit Baidmutha)
Partner
M. No. 406044



For and on behalf of the Board of Directors of
DBL Boragaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516


(Seema Suryavanshi)
Director
DIN - 00039946


(Javed Khan)
Director
DIN - 08099239

Place : Bhopal
Date : 18-05-2021



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to the financial statements for the year ended 31st March 2021

Corporate and General Information Company Overview

DBL Borgaon Watambare Highways Private Limited (the 'company') is domiciled in India with its registered office at Bhopal, Madhya Pradesh, India. The Company has been incorporated under the provisions of the Companies Act, 2013. The company is a Special Purpose Vehicle which was formed to undertake the project of development of Four laning of Sangli - Solpaur section Package- II on HAM basis in the State of Maharashtra.

These financial statements were authorized to be issued by the board of directors on May 18th, 2021.

Note 1: Significant Accounting Policies

This note provides a list of the significant accounting policies adopted in the preparation of these consolidated financial statements. These policies have been consistently applied to all the years presented, unless otherwise stated.

A. Basis of preparation

1. **Compliance with Ind AS**

The financial statements of the Company comply in all material aspects with Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013 (the Act) read with Rule 4 of the Companies (Indian Accounting Standards) Rules, 2015 and other relevant provisions of the Act.

2. **Historical cost convention**

The financial statements have been prepared on a historical cost basis, except that there are certain financial assets and financial liabilities are measured at fair value;

3. **New and amended standards adopted by the Company:**

The Company has applied the following standards and amendments for the first time for their annual reporting period commencing April 1, 2019:

- Amendment to Ind AS 109 - Financial Instruments
- Amendment to Ind AS 12 - Income Taxes
- Amendment to Ind AS 23 - Borrowing costs

The amendments listed above did not have any material impact on the current period and are not expected to significantly affect the future period. **Standard issued but not effective:**

Segment reporting

Operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision maker (CODM). The Managing Director of the Company has been identified as CODM and he assesses the financial performance and position of the Company, and makes strategic decisions. Refer Note 30 for segment information.

Operating cycle

Assets and liabilities are classified as current if it is expected to realize or settle within 12 months after the balance sheet date.

B. Revenue recognition

Service concession arrangement

The company recognises an intangible asset arising from the service concession agreement to the extent the company has right to charge for the use of concession infrastructure. Intangible asset would be initially measured at cost.



Revenue is measured based on the transaction price as specified in the contract with the customer. It excludes taxes or other amounts collected from the customer in its capacity as an agent.

Revenue related to construction or upgrade services provided under service concession arrangement is recognised based on the stage of completion method, consistent with the company's accounting policy on recognizing revenue on construction contracts. Operation/ service revenue is recognised in the period in which the services are provided by the company.

Interest income on service concession receivable is recognised as it accrues in the statement of profit or loss on basis of effective interest rate method.

Variable consideration

The company estimates the amount of revenue to be recognized on variable consideration using the expected value (i.e., the sum of a probability-weighted amount) or the most likely amount method, whichever is expected to better predict the amount.

The Company's claim for extra work, incentives and escalation in rates relating to execution of contracts are recognized as revenue in the year in which said claims are finally accepted by the clients. Claims under arbitration/ disputes are accounted as income based on final award. Expenses on arbitration are accounted as incurred.

Revenues are shown net of Goods & Service Tax, applicable discounts and allowances.

Recognition of Turnover as per Goods and Service Tax Act, 2017

On receipt of the grant support from the authority during the construction period, the company recognises the revenue as a reduction of cost from Intangible asset value i.e. considered as a part of Balance Sheet. However, as per the circular ref. NHAI/F&A/GST -2017- 18/SM from NHAI dated 29th September, 2017 (Circular-3.3.14), it is stated that payments made by NHAI at the time of construction period which is 40% of the Bid project cost will fall under the purview of GST and GST shall be applicable with 100% Input Tax Credit (ITC) on such portion of the value of work done. Hence, the impact of GST to this extent shall be considered by the concessionaire. The same is treated as a turnover and shown in GSTR-1. AS a result, it will always be a part of reconciliation item on comparing the Revenue shown as per books of accounts and as per GST portal.

Interest Income

Interest income is recognised using effective interest rate (EIR) method.

The 'effective interest rate' is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument to:

- the gross carrying amount of the financial assets; or
- the amortised cost of the financial liabilities.

Other Income

All other income is accounted on accrual basis when no significant uncertainty exists regarding the amount that will be received.

C. Income Taxes

Current Tax

Current tax comprises the expected tax payable or receivable on the taxable income or loss for the year and any adjustment to the tax payable or receivable in respect of previous years. The amount of current tax reflects the best estimate of the tax amount expected to be paid or received after considering the uncertainty,



if any, related to income taxes. It is measured using tax rates (and tax laws) enacted or substantively enacted by the reporting date

Current tax assets and current tax liabilities are offset only if there is a legally enforceable right to set off the recognised amounts, and it is intended to realise the asset and settle the liability on a net basis or simultaneously.

Minimum alternative tax (MAT) credit is recognized as an asset only when and to the extent there is convincing evidence that the Company will pay income tax higher than that computed under MAT, during the year that MAT is permitted to be set off under the Income Tax Act, 1961 (specified year). In the year, in which the MAT credit becomes eligible to be recognized as an asset the said asset is created by way of a credit to the Statement of profit and loss and shown as MAT credit entitlement. The Company reviews the same at each balance sheet date and writes down the carrying amount of MAT credit entitlement to the extent there is no longer convincing evidence to the effect that the Company will pay income tax higher than MAT during the specified year.

Deferred Tax

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the corresponding amounts used for taxation purposes. Deferred tax is also recognised in respect of carried forward tax losses and tax credits. Deferred income tax assets and liabilities are measured using tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date and are expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of changes in tax rates on deferred income tax assets and liabilities is recognized as income or expense in the period that includes the enactment or the substantive enactment date. A deferred income tax asset is recognized to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences and tax losses can be utilized. The company offsets current tax assets and current tax liabilities, where it has a legally enforceable right to set off the recognized amounts and where it intends either to settle on a net basis, or to realize the asset and settle the liability simultaneously.

D. Leases

Lease payments to be made under reasonably certain extension options are also included in the measurement of the liability. The lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be readily determined, which is generally the case for leases in the Company, the lessee's incremental borrowing rate is used, being the rate that the individual lessee would have to pay to borrow the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, security and conditions.

To determine the incremental borrowing rate, the Company:

- where possible, uses recent third-party financing received by the individual lessee as a starting point, adjusted to reflect changes in financing conditions since third party financing was received;
- uses a build-up approach that starts with a risk-free interest rate adjusted for credit risk for leases held by Company, which does not have recent third-party financing, and makes adjustments specific to the lease, e.g. term, country, currency and security.

Lease payments are allocated between principal and finance cost. The finance cost is charged to profit or loss over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period.

Right-of-use assets are measured at cost comprising the following:

- the amount of the initial measurement of lease liability
- any lease payments made at or before the commencement date less any lease incentives received
- any initial direct costs, and
- restoration costs.

Right-of-use assets are generally depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis.



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Payments associated with short-term leases of equipment and all leases of low-value assets are recognised on a straight-line basis as an expense in profit or loss. Short-term leases are leases with a lease term of 12 months or less. Low-value assets comprise IT equipment and small items of office furniture.

E. Impairment of non-financial assets

Non-financial assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs of disposal and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows which are largely independent of the cash inflows from other assets or group of assets (cash-generating units). Non-financial assets that suffered an impairment are reviewed for possible reversal of the impairment at the end of each reporting period.

F. Cash and cash equivalents

For the purpose of presentation in the statement of cash flows, cash and cash equivalents includes cash on hand, deposits held at call with financial institutions, other short-term, highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities in the balance sheet.

G. Trade receivables

Trade receivables are amounts due from customers for goods sold or services performed in the ordinary course of business. Trade receivables are recognized initially at fair value. The Company holds the trade receivables with the objective to collect the contractual cash flows and therefore measures them subsequently at amortised cost using the effective interest method, less loss allowance.

H. Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets and liabilities are recognized when the Company becomes a party to the contractual provisions of the instrument.

I. Financial Assets:

Classification: The Company classifies its financial assets in the following measurement categories:

- i) those to be measured subsequently at fair value (either through other comprehensive income, or through the Statement of Profit or Loss), and
- ii) those measured at amortized cost.

The classification depends on the entity's business model for managing the financial assets and the contractual terms of the cash flows.

Initial recognition and measurement

Financial assets are recognized when the Company becomes a party to the contractual provisions of the instrument. Financial assets are recognized initially at fair value plus, in the case of financial assets not recorded at fair value through Statement of Profit or Loss, transaction costs that are attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed of in the Statement of Profit or Loss.

Subsequent measurement

After initial recognition, financial assets are measured at:

- i) fair value (either through other comprehensive income or through profit
- ii) amortized cost



Debt instruments

Subsequent measurement of debt instruments depends on the Company business model for managing the asset and the cash flow characteristics of the asset. There are three measurement categories into which the Company classifies its debt instruments:

- i) **Amortized Cost:** Assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. Interest income from these financial assets is included in finance income using the effective interest rate method. Any gain or loss arising on derecognition is recognised directly in profit or loss and presented in other gains / (losses). Impairment losses are presented as separate line item in the statement of profit and loss.
- ii) **Fair Value through Other Comprehensive Income (FVOCI):** Assets that are held for collection of contractual cash flows and for selling the financial assets, where the assets' cash flows represent solely payments of principal and interest, are measured at FVOCI. Movements in the carrying amount are taken through OCI, except for the recognition of impairment gains or losses, interest revenue and foreign exchange gains and losses, which are recognized in the Statement of Profit and Loss. When the financial asset is derecognized, the cumulative gain or loss previously recognized in OCI is reclassified from equity to profit or loss and recognized in other gains/ (losses). Interest income from these financial assets is included in other income using the effective interest rate method.
- iii) **Fair Value through Profit or Loss (FVTPL):** Assets that do not meet the criteria for amortized cost or FVOCI are measured at FVTPL. A gain or loss on a debt investment that is subsequently measured at fair value through profit or loss is recognized in profit or loss in the period in which it arises. Interest income from these financial assets are recognized in the Statement of profit and loss.

Impairment of Financial Assets

The Company applies Expected Credit Loss (ECL) model for measurement and recognition of expected credit loss on the following financial assets and credit risk exposure:

- i) financial assets that are debt instruments, and are measured at amortized cost e.g. loans, deposits, and bank balance.
- ii) Trade Receivables;

The Company follows 'simplified approach' for recognition of impairment loss allowance on trade receivables, which do not contain a significant financing component.

The application of simplified approach does not require the Company to track changes in credit risk. Rather, it recognizes impairment loss allowance based on lifetime ECLs at each reporting date, right from its initial recognition.

Derecognition of Financial Assets

A financial asset is derecognized only when:

- i) the Company has transferred the rights to receive cash flows from the financial asset or
- ii) retains the contractual rights to receive the cash flows of the financial asset, but assumes a contractual obligation to pay the cash flows to one or more recipients.

Where the entity has transferred an asset, the Company evaluates whether it has transferred substantially all risks and rewards of ownership of the financial asset. In such cases, the financial asset is derecognized. Where the entity has not transferred substantially all risks and rewards of ownership of the financial asset, the financial asset is not derecognized.

Where the entity has neither transferred a financial asset nor retains substantially all risks and rewards of ownership of the financial asset, the financial asset is derecognized if the Company has not retained control of the financial asset. Where the Company retains control of the financial asset, the asset is continued to be recognized to the extent of continuing involvement in the financial asset.



J. Income Recognition

Interest income - Interest income from financial assets at fair value through profit or loss is disclosed as interest income within other income. Interest income on financial assets at amortised cost and financial assets at FVOCI is calculated using the effective interest method is recognised in the statement of profit and loss as part of other income.

Interest income is calculated by applying the effective interest rate to the gross carrying amount of a financial asset except for financial assets that subsequently become credit-impaired. For credit-impaired financial assets the effective interest rate is applied to the net carrying amount of the financial asset (after deduction of the loss allowance).

K. Financial Liabilities:

Initial recognition and measurement

Financial liabilities are initially measured at its fair value plus or minus, in the case of a financial liability not at fair value through profit or loss, transaction costs that are directly attributable to the issue/origination of the financial liability.

Subsequent Measurement

Financial liabilities are classified as measured at amortized cost or FVTPL. A financial liability is classified as at FVTPL if it is classified as held- for- trading, or it is a derivative or it is designated as such on initial recognition. Financial liabilities at FVTPL are measured at fair value and net gains and losses, including any interest expense, are recognized in statement of profit and loss. Other financial liabilities are subsequently measured at amortized cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognized in statement of profit and loss. Any gain or loss on derecognition is also recognized in statement of profit and loss.

Derecognition

A financial liability is derecognized when the obligation specified in the contract is discharged, cancelled or expires. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred or liabilities assumed, is recognized in profit or loss as other gains/(losses).

L. Offsetting Financial Instruments

Financial assets and liabilities are offset and the net amount is reported in the Balance Sheet where there is a legally enforceable right to offset the recognized amounts and there is an intention to settle on a net basis or realize the asset and settle the liability simultaneously. The legally enforceable right must not be contingent on future events and must be enforceable in the normal course of business and in the event of default, insolvency or bankruptcy of the Company or the counterparty.

M. Property, plant and equipment

All items of property, plant and equipment are stated at historical cost less accumulated depreciation and impairment. Historical Cost comprises of the purchase price including import duties and non-refundable taxes and directly attributable expenses incurred to bring the asset to the location and condition necessary for it to be capable of being operated in the manner intended by management.

Subsequent costs are included in the asset's carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the company and the cost of the item can be measured reliably. The carrying amount of any component



accounted for as a separate asset is derecognized when replaced. All other repairs and maintenance are charged to profit or loss during the reporting period in which they are incurred.

Depreciation methods, rates and residual value

Depreciation is calculated on cost of items of property, plant and equipment less their estimated residual values over their estimated useful lives using the straight-line method, and is generally recognised in the statement of profit and loss. Assets acquired under finance leases are depreciated over the shorter of the lease term and their useful lives unless it is reasonably certain that the company will obtain ownership by the end of the lease term. Freehold land is not depreciated.

Depreciation on additions (disposals) is provided on a pro-rata basis i.e. from (up to) the date on which asset is ready for use (disposed of).

N. Trade and other payables

These amounts represent liabilities for goods and services provided to the Company prior to the end of financial year which are unpaid. Trade and other payables are presented as current liabilities unless payment is not due within 12 months after the reporting period. They are recognized initially at their fair value and subsequently measured at amortized cost using the effective interest method.

O. Borrowings

Borrowings are initially recognized at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortized cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognized in profit or loss over the period of the borrowings using the effective interest method.

Borrowings are removed from the balance sheet when the obligation specified in the contract is discharged, cancelled or expired.

Borrowings are classified as current liabilities unless the Company has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period.

P. Labour Cess

As per The Building and other Construction Worker's Welfare Cess Rules, 1998 the construction employer's is required to Pay 1% of their Construction Cost to the government as Tax or Levy for the welfare of the Workers.

The company has changed the accounting policy for Labour Cess as per New policy the company will book the labour cess deducted by NHAI as Current asset and as expenses and no labour cess will be deducted on amount payable to EPC contractor i.e. Dilip Buildcon Limited. A provision will be made of same amount by which current asset is created.

Q. Provisions and Contingencies

Provisions - Provisions involving substantial degree of estimation in measurement are recognized when there is a present obligation as a result of past events, it is probable that there will be an outflow of resources and a reliable estimate can be made of the amount of the obligation. These are reviewed at each balance sheet date and adjusted to reflect the current best estimate. Contingent liabilities are not provided for and are disclosed by way of notes.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost in the statement of profit and loss

Contingent liabilities - Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Company, or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle the obligation or a reliable estimate of the amount cannot be made.



R. Claims

Claims against the Company not acknowledged as debts are disclosed under contingent liabilities. Claims made by the company are recognised as and when the same is approved by the respective authorities with whom the claim is lodged.

S. Contributed equity

Equity shares are classified as equity. Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

T. Dividends

Provision is made for the amount of any dividend declared, being appropriately authorised and no longer at the discretion of the entity, on or before the end of the reporting period but not distributed at the end of the reporting period.

U. Earnings per share

1. Basic earnings per share - Basic earnings per share is calculated by dividing:
 - a) The profit attributable to owners of the company
 - b) By the weighted average number of equity shares outstanding during the financial year, adjusted for bonus elements in equity shares issued during the year
2. Diluted earnings per share - Diluted earnings per share adjusts the figures used in the determination of basic earnings per share to take into account:
 - a) the after-income tax effect of interest and other financing costs associated with dilutive potential equity shares, and
 - b) the weighted average number of additional equity shares that would have been outstanding assuming the conversion of all dilutive potential equity shares.

V. Rounding of amounts

All amounts disclosed in the financial statements and notes have been rounded off to the nearest lakh as per the requirement of Schedule III, unless otherwise stated.

W. Critical estimates and judgements

Preparation of the financial statements requires use of accounting estimates which, by definition, will seldom equal the actual results. This note provides an overview of the areas that involved a higher degree of judgements or complexity, and of items which are more likely to be materially adjusted due to estimates and assumptions turning out to be different than those originally assessed. Detailed information about each of these estimates and judgements is included in relevant notes together with information about the basis of calculation for each affected line item in the financial statements.

A. Judgements in applying accounting policies

The judgements, apart from those involving estimations (see note below) that the Company has made in the process of applying its accounting policies and that have a significant effect on the amounts recognised in these financial statements pertain to useful life of assets. The Company is required to determine whether its intangible assets have indefinite or finite life which is a subject matter of judgement.

B. Key source of estimation uncertainty

The following are the key assumptions concerning the future, and other key sources of estimation uncertainty at the end of the reporting period that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year.



a) Property, Plant and Equipment

Determination of the estimated useful lives of tangible assets and the assessment as to which components of the cost may be capitalized. Useful lives of tangible assets are based on the life prescribed in Schedule II of the Companies Act, 2013. In cases, where the useful lives are different from that prescribed in Schedule II, they are based on technical advice, taking into account the nature of the asset, the estimated usage of the asset, the operating conditions of the asset, past history of replacement, anticipated technological changes, manufacturers' warranties and maintenance support.

b) Recognition and measurement of defined benefit obligations

The obligation arising from defined benefit plan is determined on the basis of actuarial assumptions. Key actuarial assumptions include discount rate, trends in salary escalation and vested future benefits and life expectancy. The discount rate is determined based on the prevailing market yields of Indian Government Securities as at the Balance Sheet Date for the estimated term of the obligations.

c) Recognition of deferred tax assets

A deferred tax asset is recognised for all the deductible temporary differences to the extent that it is probable that taxable profit will be available against which the deductible temporary difference can be utilised.

d) Recognition and measurement of other provision

The recognition and measurement of other provisions are based on the assessment of the probability of an outflow of resources, and on past experience and circumstances known at the balance sheet date. The actual outflow of resources at a future date may therefore vary from the figure included in other provisions.

e) Discounting of long-term financial instrument

All financial instruments are required to be measured at fair value on initial recognition. In case of financial instruments which are required to be subsequently measured at amortised cost, interest is accrued using the effective interest method.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March , 2021

Note 2 : Capital Work In Progress

Period ended 31st March , 2021

(Rs. in Lakhs)										
Particulars	Gross Carrying Value				Depreciation/Amortization				Net Carrying Value	
	As at 01/04/20	Additions	Deductions	As at 31/03/21	As at 01/04/20	For the year	Deductions	As at 31/03/21	As at 31/03/21	As at 31/03/20
Financial Asset in progress	19,400.39	19,695.47	8,490.99	30,604.87	-	-	-	-	30,604.87	19,400.39
Total	19,400.39	19,695.47	8,490.99	30,604.87	-	-	-	-	30,604.87	19,400.39

Year ended March 31, 2020

(Rs. in Lakhs)										
Particulars	Gross Carrying Value				Depreciation/Amortization				Net Carrying Value	
	As at 01/04/19	Additions	Deductions	As at 31/03/20	As at 01/04/19	For the year	Deductions	As at 31/03/20	As at 31/03/20	As at 31/03/19
Financial Asset in progress	-	43,449.84	24,049.45	19,400.39	-	-	-	-	19,400.39	-
Total	-	43,449.84	24,049.45	19,400.39	-	-	-	-	19,400.39	-



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Note :- 3 Trade Receivables

(Rs. in Lakhs)

Particulars	31st March, 2021	31st March 2020
Non Current		
Unsecured, considered good		
Less: Allowance for bad and doubtful debts		
Total Non Current		
Current		
Unsecured considered good		
Less: Allowance for bad and doubtful debts		
Total Current		
Total		

Note :- 4 Other Assets

(Rs. in Lakhs)

Particulars	31st March, 2021	31st March 2020
Current		
Advance to Suppliers/Creditors	-	0.01
Retention money - Utility NHAI	-	13.52
Deposit with Govt Authorities	3,851.37	2,827.56
Labour Cess Deducted by Department	364.44	-
Withheld amount- NHAI	5.53	0.90
Mobilisation Advance - DBL (Related party)	-	2,527.20
COS Advance - DBL (Related party)	246.91	-
Prepaid Expenses	2.18	21.88
Income tax deducted at source (20-21)	3.48	-
Income tax deducted at source (19-20)	1.82	1.82
Total Current	4,475.72	5,392.89

Note : 5 Cash And Cash Equivalents

(Rs. in Lakhs)

Particulars	31st March, 2021	31st March 2020
Fixed Deposit Accounts	180.28	385.22
Balance with Banks		
- PNB escrow account	385.71	
- Other bank accounts	0.40	1,443.11
Total	566.39	1,828.32

There are no repatriation restrictions with regard to cash and cash equivalents as at the end of reporting period and prior period

The operations of escrow account, withdrawals from escrow account and obligations of the escrow bank is to be referred with the escrow agreement executed between the concessionaire and the authority executed on 15-04-2019

Note : 6 Loans

(Rs. in Lakhs)

Particulars	31st March, 2021	31st March 2020
Loans to Holding Company		
Loans to Fellow Subsidiary		
Advance to suppliers/ creditors		
Total		

Note : 7 Other Financial Assets

(Rs. in Lakhs)

Particulars	31st March, 2021	31st March 2020
Current		
Advance given		
Advance for Investment in shares		
Total		



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Note 8: Equity Share Capital

(Rs. in Lakhs)

Particulars	31st March, 2021	31st March, 2020
Authorised shares		
2,50,000 Equity Shares of Rs. 10 Each	25.00	25.00
Total	25.00	25.00
Issued, subscribed and fully paid-up shares		
225956 Equity Shares of Rs. 10 Each fully paid-up	22.60	22.60
Total	22.60	22.60

a) Terms/rights attached to equity shares

The Company has a single class of equity shares. Accordingly, all equity shares rank equally with regard to dividends and share in the Company's residual assets. The equity shares are entitled to receive dividend as declared from time to time. The voting rights of an equity shareholder on a poll (not on show of hands) are in proportion to its share of the paid up equity capital of the Company. Voting rights cannot be exercised in respect of shares on which any call or other sums presently payable have not been paid.

On winding up of the Company, the holders of equity shares will be entitled to receive the residual assets of the Company, remaining after distribution of all preferential amounts in proportion to the number of equity shares held.

As per the records of the company, including its registers of shareholders/ member and other declaration received from shareholders regarding beneficial interest, the above shareholding represents both legal and beneficial ownership of shares.

b) Reconciliation of the no. of shares and amounts outstanding at the beginning and at the end of the reporting period:

(Rs. in Lakhs)

Particulars	March 31, 2021		March 31, 2020	
	Numbers	Amount (Rs.)	Numbers	Amount (Rs.)
At the beginning of the period	2,25,956	22.60	50,000	5.00
Shares issued during the period	-	-	1,75,956	17.60
Outstanding at the end of the period	2,25,956	22.60	2,25,956	22.60

c) Details of shareholders holding more than 5% shares in the Company

Particulars	March 31, 2021		March 31, 2020	
	Numbers	Shareholding %	Numbers	Shareholding %
Equity shares of Rs. 10 each fully paid				
Dilip Buildcon Limited	2,25,856	99.96%	2,25,856	99.96%

* 100 shares are held by others shareholders as nominee of Dilp Buildcon Limited



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Note 9 : Borrowings

(Rs. in Lakhs)		
Particulars	31-Mar-2021	31st March 2020
Non-current		
(a) Secured		
Term loans		
From Banks	12,600.85	8,326.96
From Other Parties	15,087.37	9,312.19
Less: Current maturities of non-current borrowings disclosed under the head 'Other financial liabilities - Current' (Refer note 11)	1,214.95	-
Non-current borrowings	26,473.27	17,639.15
Current		
(a) Unsecured		
From Related Parties	6,056.00	2,372.78
Current borrowings	6,056.00	2,372.78
Total borrowings	32,529.27	20,011.93

Details of terms of repayment and securities provided in respect of secured term loans are as under:

- 1) The holding company has pledged 61% shares in favour of Axis Trustee Services Ltd (security trustee).
The loan is secured by a first charge on borrower's immovable properties, both present and future, tangible moveable assets (including but not limited to all current/ non- current asstes) both present and future other than the asset forming part of the Project Assets, Escrow account and Sub accounts, and intangible assets.
- 2) The loan is also secured by corporate gaurantee of Dilip Buildcon Limited (holding company) till the receipt of 1st annuity and personal guarantee of Mr. Dilip Suryavanshi, the managing director of the holding company, Mrs. Seema Suryavanshi, the whole time director of the holding company and Mr. Devendra Jain, whole time director of the company.
- 3) The balance of secured loan from Bank and other financial institution is reduced with the capitalisation of borrowing cost in compliance with the IND AS 23.

Terms of Repayment

- Loan will be repaid in 26 unequal half yearly instalments as referred to the Loan Agreement post the moratorium period.
- 5) Repayment will start from 20-07-2021 subject to actual completion date and after considering 3 months extension for project completion received from authority

Terms of Unsecured Loan:

- 6) The company has received interest free loan from its related parties based on the exemption given under section 186(11) of the Companies Act 2013. The Unsecured Loan received is quasi equity investment by the related party.
- 7) The loans are given for expansion and general purpose of the business.
- 8) The loan given is repayable by the related and non-related parties 'on demand'.
- 9) Disclosure pursuant to Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and section 186 of the Companies Act, 2013

(i) Financial Year 2020-21

(Rs. in Lakhs)				
Particulars	1 year	1-3 years	Beyond 3 Years	Total Amount
Term Loans From Banks	189.01	819.05	11,592.78	12,600.85
Term Loans From Others	1,025.94	4,179.20	9,882.23	15,087.37
Total	1,214.95	4,998.26	21,475.01	27,688.22



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Note 10: Provisions

(Rs. in Lakhs)		
Particulars	31-Mar-2021	31st March 2020
Current		
Provision for Audit Fees Payable	1.44	0.17
Provision for other technical fees payable	0.18	0.10
Provision for Labour Cess	364.44	-
Provision for IE Fees	50.43	27.15
Provision for Interest on Term Loan	-	-
Provision for Expenses	0.69	-
Total Current provisions	417.19	27.42

Note 11: Other financial liabilities

(Rs. in Lakhs)		
Particulars	31st March, 2021	31st March 2020
Current maturities of long term borrowings		
-From Banks	1,214.95	-
Creditors for expenses	0.21	3.31
Total	1,215.16	3.31

Note 12: Other Current liabilities

(Rs. in Lakhs)		
Particulars	31st March, 2021	31st March 2020
Current		
Mobilisation Advance from NHAI	-	2,573.50
COS Advance from NHAI	249.40	-
Labour cess payable	-	139.42
Interest on MOB advance	404.12	357.69
Withheld- utility	32.99	100.00
Retention money- NAR	-	13.52
TDS Payable	2.11	124.96
Total	688.62	3,309.08

Note : 13 Trade Payables

(Rs. in Lakhs)		
Particulars	31st March, 2021	31st March 2020
a Payable to MSME Vendor		
b Payable to creditors other than MSME Vendor		
Payable to related parties	6.92	-
Other	122.40	-
Total	129.32	-

The disclosure in respect of the amount payable to enterprises which have provided goods and services to the Company and which qualify under the definition of micro and small enterprises, as defined under Micro, Small and Medium Enterprises Development Act, 2006 has been made in the financial statement as at 31-Mar-2021 based on the information received and available with the Company. On the basis of such information, no interest is payable to any micro, small and medium enterprises. Auditors have relied upon the information provided by the Company."

The Company's exposure to currency and liquidity risks related to trade payable is disclosed in Note 30.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Note 14: Revenue from Operations

		(Rs. in Lakhs)	
Particulars	31st March, 2021	31st March 2020	
Contract Receipts - INDAs	19,695.47	43,449.84	
Contract Receipts (utility)	948.93	683.48	
Total	20,644.40	44,133.33	

(a) Disaggregated Revenue Information

Having regard to the nature of contract with customer, there is only one type of category of revenue; hence disclosure of disaggregation of revenue is not given.

(b) Receivable under Concession Arrangement and Contract Balances

The company classifies the right to consideration in exchange for deliverables as either receivable or unbilled revenue. A receivable is a right to consideration that is unconditional upon passage of time. Revenue for such services is recognized as related services are performed. Revenue in excess of billings is recorded as unbilled revenue and is classified as financial asset for those cases as right to consideration is unconditional upon passage of time. Invoicing to the customer is based on milestone as defined in the contract.

(c) The Transaction Price allocated to the remaining performance obligations (unsatisfied or

The total Bid project cost of the project is Rs. 102,940.00 Lacs. The aggregate value of performance obligations that are completely satisfied and booked as revenue till 31st March 2021 is Rs. 30,604.87Lacs after adjusting the grant received from authority as per the concession agreement on achievement of project milestone. Remaining performance obligation estimates are subject to change and affected by several factors including terminations, change of scope of contracts, occurrence of same is expected to be remote.

Note 15: Other Income

		(Rs. in Lakhs)	
Particulars	31st March, 2021	31st March 2020	
Interest Income			
Interest from banks on deposits	15.00	18.22	
Other income	-	0.30	
Total	15.00	18.52	



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March , 2021

Note 16 : Cost of Construction

(Rs. in Lakhs)		
Particulars	31st March , 2021	31st March 2020
Subcontractor Charges (utility)	872.73	628.80
Insurance Charges	42.26	32.76
Administration Charges for Utility Shifting	42.36	30.51
Labour Cess and Taxes	376.43	6.83
IE Fees	112.43	56.29
Cost Of Material Consumed IND AS	19,695.47	43,449.84
Total	21,141.68	44,205.04

Note 17 : Employee Benefit Expense

(Rs. in Lakhs)		
Particulars	31st March , 2021	31st March 2020
Salaries, Wages and Bonus		
Total		

Note 18 : Finance Cost

(Rs. in Lakhs)		
Particulars	31st March , 2021	31st March 2020
Bank charges	(48.22)	218.45
Interest on MOB advance	46.43	357.69
Interest on Term Loan	2,097.40	669.45
Other Borrowing Cost	1.19	81.50
Total	2,096.81	1,327.09

*The ledger of Bank charges is showing credit balance due to reversal of the processing charges for the credit facilities availed. The charges are capitalised in books of accounts in compliance with IND AS 23 and will be amortised during the tenure of the Loan taken as per the sanction terms

Note 19 : Other Expenses

(Rs. in Lakhs)		
Particulars	31st March , 2021	31st March 2020
Audit fees	1.25	0.50
Professional tax	0.03	0.03
Miscellaneous expenses	0.01	0.09
Gst electronic payment	-	0.01
Fines and Penalties	0.01	0.18
Interest on TDS	0.04	-
Tour and travels	(0.01)	3.02
AMC, Technical and Professional Charges	21.89	97.59
Advertisement charges	0.14	0.77
Other reimbursement	-	0.31
Total	23.35	102.49



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Note 20: Deferred Tax

(Rs. in Lakhs)

Deferred tax relates to the following: Deferred tax asset / (liability)	Balance sheet		Statement of profit and loss & other comprehensive income	
	31-Mar-21	31-Mar-20	For the year ended 31.03.2021	For the year ended 31.03.2020
			Expense/(Income)	Expense/(Income)
Deferred tax asset				
Total	-	-	-	-
Deferred tax liability	-	-	-	-
Prepaid expenses	-	-	-	-
Others liabilities	-	-	-	-
Total	-	-	-	-
Net deferred tax asset / (liability)	-	-	-	-
Deferred tax expense/(income)			-	-
- Recognised in statement of profit and loss			-	-
- Recognised in statement of other comprehensive income			-	-



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March , 2021

Note 21: Remuneration to Auditors

Particulars	(Rs. in Lakhs)	
	31st March , 2021	31st March 2020
Statutory Audit Fees	1.25	0.75
For other services: Certification fees	-	-
Tax Audit Fees	-	-
Total	1.25	0.75

Note 22: Earning per Share (Basic and diluted)

Particulars	(Rs. in Lakhs)	
	31st March , 2021	31st March 2020
Profit / (Loss) for the year before tax	-2,602.44	-1,482.77
Less : Attributable Tax thereto	-	-
Profit / (Loss) after Tax	(2,602.44)	(1,482.77)
Weighted average number of equity shares used as denominator	225956	2,07,207
Weighted average number of equity shares for calculating diluted EPS	225956	2,07,207
Basic earning per share of nominal value of Rs 10/- each	(1,151.74)	(715.60)
Basic earning per share of nominal value of Rs 10/- each	(1,151.74)	(715.60)

Note:

Weighted average number of equity shares is the number of equity shares outstanding at the beginning of the year adjusted by the number of equity shares issued during the year multiplied by the time weighting factor. The time weighting factor is the number of days for which the specific share are outstanding as a proportion of total number of days during the year/ period

Note 23: Related party transaction

Name of the related party	Nature of relationship
Dilip Buildcon Limited	Holding Company
Seema Suryavanshi	Director
Javed Khan	Director
Devendra Jain	Director, KMP, Holding Company
Bharat Singh	Director
Dilip Suryavanshi	KMP, Holding Company
Mr. R S Garg, CFO	KMP, Holding Company
Mr. Abhishek Shrivastava, Compliance Officer	KMP, Holding Company

Related Party Transactions with Parent Company and its closing balances

The terms and conditions of the transactions with key management personnel and their related parties were no more favourable than those available, or those which might reasonably be expected to be available, in respect of similar transactions with non-key management personnel related entities on an arm's length basis.

The transactions from related parties are made on terms equivalent to those that prevail in arm's length transactions. Outstanding balances at the year-end are unsecured and interest free and settlement occurs in cash.

The aggregate value of the Company's transactions and outstanding balances relating to key management personnel and entities over which they have control or significant influence is as follows:



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Details of related party transactions Particulars	Holding Company	
	FY 2020-21	FY 2019-20
Expenses		
Subcontractor charges	19,695.47	43,449.84
Other borrowing cost	1.19	81.50
Admin charges for utility	42.36	30.51
	19,739.02	43,561.85
Assets		
Mobilisation Advance given	-	2,527.20
COS Advance given	246.91	-
Total	246.91	2,527.20
Liability		
Unsecured Loan	6,056.00	2,372.78
Trade Payable	6.92	-
Total	6,062.92	2,372.78
Transactions		
Mobilisation Advance (Cr.)	2,527.20	9,155.00
Mobilisation Advance (Dr.)	-	11,682.19
COS Advance (Cr.)	-	-
COS Advance (Dr.)	246.91	-
Trade Payable (Cr.)	19,991.91	49,960.22
Trade Payable (Dr.)	19,985.00	49,960.22
Repayment of Unsecured Loan Given	73.50	2,534.87
Unsecured Loan Taken	3,756.72	378.28
Total	46,581.22	1,23,670.79

Note 24: Balances in respect of Creditors, receivables and various advances are subject to confirmation from the respective parties.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Note 25: Fair value of financial assets and liabilities

Set out below, is a comparison by class of the carrying amounts and fair value of the Company's financial instruments that are recognised in the financial statements.

		(Rs. In Lakhs)			
	Particulars	Carrying value	Fair value	Carrying value	Fair value
		31st March, 2021	31st March, 2021	31st March, 2020	31st March, 2020
(a)	Financial Asset				
	Carried at amortised cost				
	Other financial asset				-
	Cash and cash equivalent *	566.39	566.39	1,828.32	1,828.32
a)	Financial Liabilities				
	Carried at amortised cost				
	Borrowings	32,529.27	32,529.27	20,011.93	20,011.93
	Trade payable *	129.32	129.32	-	-
	Other financial liabilities	1,215.16	1,215.16	3.31	3.31

The Company maintains policies and procedures to value financial assets or financial liabilities using the best and most relevant data available. In addition, the Company internally reviews valuations, including independent price validation for certain instruments. Further, in other instances, Company retains independent pricing vendors to assist in corroborating the valuations of certain instruments.

The fair value of the financial assets and liabilities are included at the amount at which the instrument that would be received to sell an asset or paid to transfer liability in an orderly transaction between market participants at the measurement date.

The following methods and assumptions were used to estimate the fair values:

* The company has not disclosed the fair values of trade payables, trade receivables, cash and cash equivalents, because their carrying amounts are reasonable approximation of fair value.

Long-term fixed-rate and variable-rate receivables/borrowings are evaluated by the company based on parameters such as interest rates, individual creditworthiness of the customer and the risk characteristics of the financed project. Based on this evaluation, allowances are taken into account for the expected credit losses of these receivables. As of reporting date the carrying amounts of such receivables, net of allowances are not materially different from their calculated fair values.

Carrying value of loans from banks, other non current borrowings and other financial liabilities is estimated by discounting future cash flows using rates currently available for debt on similar terms, credit risk and remaining maturities. The own non- performance risk as at reporting date was assessed to be insignificant.

Fair value hierarchy

The following table provides the fair value measurement hierarchy of Company's assets and liabilities grouped into Level 1 to Level 3 as described in significant accounting policies - Note 2. Further table describes the valuation techniques used, key inputs to valuations and quantitative information about significant unobservable inputs for fair value measurements.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Quantitative disclosures fair value measurement hierarchy for assets as at 31st March, 2021

Sr. No.	Particulars	Fair value measurement using		Valuation technique used	Inputs used
		Level 1	Level 2		
Assets for which fair values are disclosed					
(a)	Financial assets measured at amortised cost				
(i)	Borrowings		32,529.27	Discounted cash flows	Forecast cash flows, discount rate, maturity
(ii)	Other financial liabilities		1,215.16		

Note:

The carrying amount of financial assets and liabilities are considered to be the same as their fair values due to the current and short term nature of such balances and no material differences in the values.

Measurement of fair values (Levels 1,2 and 3)

Level:1

It includes investment in equity shares and mutual fund that has a quoted price and which are actively traded on the stock exchange. It has been valued using the closing price as at the reporting period on the stock exchange.

Level:2

The fair value of financial instruments that are not traded in an active market is determined using valuation techniques which maximise the use of observable market data and rely as little as possible on entity specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in level 2.

Level:3

These instruments are valued based on significant unobservable inputs whereby future cash flows are discounted using appropriate discount rate.

When measuring the fair value of an asset or a liability, the Company uses observable market data as far as possible. If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Note 26: Capital management

For the purpose of the Company's capital management, capital includes issued equity capital, share premium and all other equity reserves. The primary objective of the Company's capital management is to maximise the shareholder value.

The Company manages its capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants. Company monitors capital using a gearing ratio, which is net debt divided by total capital plus net debt. Company's policy is to keep the gearing ratio between 70% and 100%. The Company includes within net debt, interest bearing loans and borrowings, trade and other payables, less cash and cash equivalents, excluding discontinued operations.

Particulars	Rs in Lakhs	
	31st March, 2021	March 31, 2020
Loans and borrowings	32,529.27	20,011.93
Trade payables	129.32	-
Other financial liabilities	1,215.16	3.31
Less: Cash and cash equivalents	566.39	1,828.32
Net debt	33,307.35	18,186.92
Equity	667.42	3,269.86
Capital and net debt	33,974.78	21,456.77
Gearing ratio	98.04%	84.76%

Note 27: Segment Reporting

Basis for Segmentation

In accordance with the requirements of Ind AS-108 'Segment Reporting', the Company is primarily engaged in a business of civil construction and has no other primary reportable segments. The Managing Director of the Company allocate the resources and assess the performance of the Company, thus he is the Chief Operating Decision Maker (CODM). The CODM monitors the operating results of the business as single segment, hence no separate segment needs to be disclosed.

Information About Geographical Areas

As the Company operates in India only, hence no separate geographical segment is disclosed.

Information About Major Customers

Revenue of the Company derived from single customer (NHAI) which amounts to 10% or more of the Company's revenue.

Note 28: Impairment of financial assets

The credit risk on the financial assets has not increased since the initial recognition, therefore company measure the loss allowance for the financial assets at an amount equal to 12 month expected credit losses. Since the financial assets are expected to be realised within the contractual period of the invoice raised, as such, there is no ECL (expected credit loss) envisaged in the value of financial assets under SCA (Service Concession agreement) by the management.

Note 29: Impact of Covid 19

The company has evaluated the impact of COVID - 19 resulting from the possibility of constraints to its revenue from construction activities. The company has concluded that the impact of COVID - 19 is not material on revenue from construction activity. Due to the nature of the pandemic, the company will continue to monitor developments to identify significant uncertainties relating to revenue in future periods.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Note 30: Fair Value Measurements

The Company's activities expose it to variety of financial risks: credit risk, liquidity risk and market risk. The Company's focus is to foresee the unpredictability of financial markets and seek to minimize potential adverse effects on its financial performance. The Board of Directors has overall responsibility for the establishment and oversight of the Company's risk management framework. Risk management systems are reviewed periodically to reflect changes in market conditions and the Company's activities. The Board of Directors oversee compliance with the Company's risk management policies and procedures, and reviews the risk management framework. The Company's financial liabilities comprise mainly of borrowings, trade and other payables. The Company's financial assets comprise mainly of cash & cash equivalents and other receivables.

Credit Risk

Credit risk is the risk that a counterparty will not meet the obligations under a financial instrument or customer contract, leading to a financial loss. The Company is exposed to credit risk primarily financial assets including deposits with banks. The Company's exposure and credit ratings of its counterparties are continuously monitored and the aggregate value of transactions is reasonably spread amongst the counterparties.

Impact of Covid-19

The Company considered current and anticipated future economic conditions relating to industries the Company deals. The Company has specifically evaluated the potential impact of Covid-19 on its customers and on its ongoing contract. So far, in relationship with these unexpected conditions and events, the Company's obligations on contracts did not result in any termination of contract, late completion penalties or any litigations with clients or suppliers.

Finally, the Company's exposure to credit risk on its operating activities has led to no major reconsideration of the Expected Credit Losses on customers at end of March, 2021.

Liquidity Risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Company's approach to managing liquidity is to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Company's reputation.

Exposure to Liquidity Risk

The following are the remaining contractual maturities of financial liabilities at the reporting date. The amounts are gross and undiscounted.

Particulars	Carrying Amount	Contractual Cash Flows			
		Total	Less than 1 year	1-3 years	More than 3 years
Non-derivative financial liabilities as on 31.03.2021					
Borrowings	32,529.27	32,529.27	6,056.00	4,998.26	21,475.01
Trade payables	129.32	129.32	129.32		
Other current financial liabilities	1,215.16	1,215.16	1,215.16		
Total	33,873.75	33,873.75	7,400.48	4,998.26	21,475.01
Non-derivative financial liabilities as on 31.03.2020					
Borrowings	20,011.93	20,011.93	2,372.78	2,116.70	15,522.45
Trade payables	-	-	-		
Other current financial liabilities	-	3,309.08	3,309.08		
Total	20,011.93	23,321.01	5,681.86	2,116.70	15,522.45



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March , 2021

Market Risk

Market risk is the risk that changes in market prices - such as foreign exchange rates, interest rates and equity prices - will affect the Company's income or the value of its holdings of financial investments. Market risk is attributable to all market risk sensitive financial instruments including foreign currency receivables and payables. The Company is exposed to market risk primarily related to foreign exchange rate risks. Thus, our exposure to market risk is a function of revenue generating and operating activities in foreign currency. The objective of market risk management is to avoid excessive exposure in foreign currency revenues and costs.

(a) Currency Risk

The functional currency of the Company is Indian Rupees (Rs). The Company is not exposed to foreign currency risk.

(b) Price Risk

The Company is not exposed to any price risk.

(C) Interest Rate Risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is exposed to interest rate risk resulting from fluctuations in interest rates. Company's borrowing includes unsecured loan taken from banks & the Parent Company. Summary of financial assets and financial liabilities has been provided below.

Exposure to Interest Rate Risk

The interest rate profile of the Company's interest bearing financial instrument as reported to management is as follows:

Particulars	31-Mar-21	31-Mar-20
Fixed rate instruments		
Financial assets	566.39	1,828.32
Financial liabilities	33,873.75	20,015.24
Variable rate instruments		
Financial assets	-	-
Financial liabilities	-	-

Interest Rate Sensitivity

Profit and Loss is sensitive to higher/lower interest expenses from borrowings as a result of change in interest rates. The following table demonstrates the sensitivity of floating rate instruments to a reasonably possible change in interest rates. The risk estimates provided assume a parallel shift of 100 basis points interest rate across all yield curves. This calculation also assumes that the change occurs at the balance sheet date and has been calculated based on risk exposures outstanding as at that date. The year end balances are not necessarily representative of the average debt outstanding during the period.

Sensitivity Analysis (Impact on Profit Before Tax)

Particulars	31-Mar-21	31-Mar-20
Interest Rate		
Increase by 100 basis points	-	-
Decrease by 100 basis points	-	-



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED
Notes to financial statements for the year ended 31st March, 2021

Note 31: Foreign Currency transaction

Particulars	31-Mar-21	31-Mar-20
(i) Expenditure in foreign currency	-	-
(ii) CIF value of import	-	-
(iii) FOB value of export	-	-
(iv) Earnings in foreign exchange	-	-
(v) Remittance in foreign exchange	-	-

Note 32: Disclosure pursuant to Para 6 of appendix D of Ind AS 115 for Service Concession Agreements

Description of the Arrangement	Significant Terms of the Arrangement	Financial Assets as at 31-03-2021
DBL Bargaon Watambare Highways Private Limited is formed as a special purpose vehicle (SPV) to implementing a road project envisaging Four Laning of Sangli- Solapur (Package- II: Bargaon to Watambare) section of NH-166 from existing Ch. Km 219.956 to Ch. 272.394 (Design Ch. Km. 224.000 to Km. 276.000) of length 52 Km. in the state of Maharashtra on Hybrid Annuity Mode	<p>Bid Project Cost of the project is Rs. 1029.40 Crores with O& M cost of Rs. 3 crores</p> <p>The authority shall pay the total BPC to the concessionaire in two parts. 40% of the BPC shall be payable in 5 installments during construction period and the remaining BPC of 60% will be payable in 30 biannual installments after 180 days from Completion date of the project.</p> <p>Concession period comprises of 730 days of construction period and operation of 15 years commencing from Completion Date starting from the appointed date i.e. 22.04.2019</p> <p>The authority has granted Extension for completion of project for 3 months vide letter dated 07.08.2020 thus revised SCOD is extended for a period of 3 months</p>	30,604.87

Note 33: Events after reporting period

There is no subsequent event after the reporting period which requires adjustments to the financial statements.

Note 34: Contingent Liability

There are no contingent liabilities as on March 31,2021

Note 35: Other Notes

In the opinion of the Board, the current assets, loans & advances, have a value on realization in the ordinary course of business at least equal to the amount at which they are stated in the Balance Sheet.


There were no litigation pending against the company which could be materially impact its financial position as at the end of the year.

Note 36 : Regrouping and Reclassification has been done wherever necessary.

The notes referred to above form an integral part of financial statements

1 to 36

As per our Report of even date
For S.L. Chhajed & Co. LLP,
 Chartered Accountants
 FRN : 000709C/ C400277


CA. Vijit Baidmutha
 (Partner)
 M. No. 406044



For and on behalf of the Board of Directors of
DBL Bargaon Watambare Highways Pvt Ltd
 CIN: U45203MP2019PTC045516


(Seema Suryavanshi)
 Director
 DIN - 00039946


(Javed Khan)
 Director
 DIN - 08099239

Place : Bhopal
 Date : 18-05-2021



**AUDIT REPORT
OF
DBL BORGAON WATAMBARE HIGHWAYS
PRIVATE LIMITED**

Plot No. 5, Inside Govind Narayan Singh Gate,
Chuna Bhatti, Kolar Road Bhopal MP-462016

For the year ended on 31st March, 2020



S.L. Chhajed & Co. LLP
Chartered Accountants
R-12, Maharana Pratap Nagar
Zone-I, Bhopal-462011



INDEPENDENT AUDITOR'S REPORT

To
The Members of
DBL Borgaon Watambare Highway Private Limited

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of DBL Borgaon Watambare Highway Private Limited which comprises the Balance Sheet as at March 31, 2020, the Statement of Profit and Loss (including Other Comprehensive Income), Statement of Changes in Equity and Statement of Cash Flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2020, and profit/loss, total comprehensive income, the changes in equity and its cash flows for the year ended on that date.

Basis for Opinion

We conducted our audit in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.



Information other than standalone financial statements and Auditor's report thereon

The Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Directors Report, Business Responsibility Report, but does not include the financial statements and our auditor's report thereon. The Annual report is expected to be made available to us after the date of this auditor's report.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above when it becomes available and, in doing so, consider whether the other information is materially inconsistent with the financial statement or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

When we read the other information included in the above reports, if we conclude that there is material misstatement therein, we are required to communicate the matter to those charged with governance and determine the actions under the applicable laws and regulations.

Responsibilities of Management and those charged with governance for the financial statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these standalone Ind AS financial statements that give a true and fair view of the financial position, financial performance, including other comprehensive income, changes in equity and cash flows of the Company in accordance with accounting principles generally accepted in India, including Indian Accounting Standards (Ind AS) prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended.

This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate implementation and maintenance of accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the standalone financial statement that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless



management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

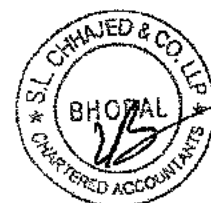
Those Board of Directors are also responsible for overseeing the company's financial reporting process.

Auditor's Responsibilities for the Audit of financial statement

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these standalone financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our qualified opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the relevant internal financial controls relevant to audit in order to design adequate audit procedures that are appropriate in the circumstances. Under section 143(i) of the Act, we are also responsible for expressing our opinion on whether the Company has adequate internal financial controls system in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our qualified opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.



Materiality is the magnitude of misstatements in the Standalone Financial Statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the financial statements may be influenced. We consider quantitative materiality and qualitative factors in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the financial statements.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Other Matter

In view of the Government imposed lockdown due to Covid-19, we wish to highlight that due to the restrictions on physical movement and strict timelines, the entire audit team could not visit the company. We have only been able to examine the books of accounts and relevant document through scanned documents received in electronic mode and not in original. Our audit procedures were designed to obtain sufficient appropriate audit evidence under these exceptional circumstances.

Our opinion is not modified in respect of this matter.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, we give in the Annexure A a statement on the matters specified in paragraph 3 and 4 of the Order, to the extent applicable.

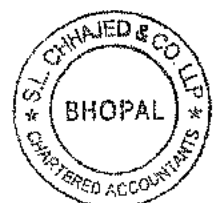
2. As required by Section 143(3) of the Act, we report that:

a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.

c) The Balance Sheet, the Statement of Profit and Loss, and the Cash Flow Statement and the statement of changes in equity dealt with by this Report are in agreement with the books of account.

d) In our opinion, the aforesaid financial statements comply with the Indian Accounting Standards specified under Section 133 of the Act, read with relevant rules thereunder.



e) On the basis of the written representations received from the directors as on 31st March, 2020 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2020 from being appointed as a director in terms of Section 164 (2) of the Act.

f) With respect to the adequacy of the Internal Financial Control over financial reporting of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure B"

g) With respect to the other matters to be included in the Auditors Report in accordance with the requirements of Section 197(16) of the Act, as amended :

In our opinion and to the best of our information and according to the explanations given to us, the remuneration paid by the Company to its directors during the year is in accordance with the provisions of Section 197 of the Act.

With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

i) The Company does not have any pending litigations which would impact its financial position.

ii) The Company does not have any long term contracts including derivative contracts for which there are any material foreseeable losses.

iii) There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company during the year ended March 31,2020.

For S.L. Chhajed & Co. LLP
Chartered Accountants
FRN: 006709C/C400277


(CA. Vijit Baidmutha)
Partner

M. No. 406044

UDIN: 20406044AAAIIH2260



Date: 22nd May, 2020

Place: Bhopal

Annexure- A

TO THE INDEPENDENT AUDITORS' REPORT

- i. The company does not have any tangible fixed asset and therefore it does not have to maintain records showing full particulars, including quantitative details and situations of fixed assets.
- ii. The company had no inventory during and at the year end. Therefore, the reporting requirements of paragraph 3(ii) of the Order are not applicable.
- iii. According to the information and explanations given to us, the Company has not granted any secured or unsecured loans to companies, firms or other parties covered in the register maintained under section 189 of the Companies Act, 2013. Accordingly the provisions of clauses 3 (iii) (a) & (b) of the order are not applicable to the company and hence not commented upon.
- iv. According to the information and explanation given to us, the company has complies with the provisions of section 185 and 186 of the act in respect of grant of loans, making investments and providing guarantee and security, as applicable. Further, the company is exempted from whole of the provisions of section 186 except sub section (1) as it is engaged in providing infrastructural facilities.
- v. In our opinion and according to the information and explanations given to us, the company has not accepted deposits from public within the meaning of sections 73 to 76 of the Companies Act, 2013 and the Companies (Acceptance of Deposits) Rules.
- vi. The company has maintained the Cost records are required to be maintained under section 148(1) of the Companies Act 2013.
- vii. (a) According to information and explanations given to us and our examination of records the company is regular in depositing undisputed statutory dues including provident fund, employees' state insurance, income-tax, goods and service tax and any other statutory dues to the appropriate authorities

According to information and explanations given to us, no undisputed amount is payables in respect of provident fund, income tax, goods and service tax, cess and other material statutory dues which were arrear as on 31.03.2020 for more than six months from the date it becomes payable.

(b) According to information and explanations given to us there are no dues of income tax or sales tax or service tax or duty of customs or duty of excise or value added tax have not been deposited on account of any dispute.

- viii. In our opinion and according to the information and explanations given to- us, the Company has not defaulted in repayment of dues to financial institutions, bank or debenture holders.



- ix. In our opinion and explanations given to us money raised by term loan has been applied by the company for the purpose for which it was raised. The company has not raised money by way of Initial Public Offer or further public offer (including debt instruments).
- x. According to the information and explanations given to us, no fraud on or by the Company by its officers and employees has been noticed or reported during the year.
- xi. According to the information and explanations given to us the company has not paid the managerial remuneration during the year as per the provisions of section 197 read with Schedule V of Companies Act,2013.
- xii. In our opinion the company is not a Nidhi Company. Therefore, maintenance of Net Owned Funds to deposit in the ratio of 1:20 for meeting out liabilities by Nidhi Company is not applicable.
- xiii. In our opinion and explanations given to us section 177 and 188 of Companies Act, 2013 with regard to transactions with related party and all details as per accounting standard have been disclosed in the Financial Statements.
- xiv. The company has made private placement of shares during the financial year.
- xv. According to information and explanations given to us the company has not entered into any non-cash transaction with the directors or person connected with him. the reporting requirement of paragraph 3(xv) is not applicable to the company
- xvi. In our opinion and information provided to us the company is not required to be registered under 45-IA of Reserve Bank of India Act, 1934.

For S.L. Chhajed & Co. LLP
Chartered Accountants
FRN: 000709C/C400277


(CA. Vijit Baidmutha)
Partner

M. No. 406044
UDIN: 20406044AAAIIH2260



Date: 22nd May, 2020
Place: Bhopal

Annexure- B

TO THE INDEPENDENT AUDITORS' REPORT

(Referred to in paragraph 2(f) under "Report on Other Legal and Regulatory Requirements' of our report of even date)

Report on the Internal Financial Control over Financial Reporting Under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013

We have audited the internal financial control over financial reporting of DBL Bargaon Watambare Highways Private Limited, as of 31st March, 2020 in conjunction with our audit of the standalone Financial Statements of the Company for the year ended on that date.

MANAGEMENT'S RESPONSIBILITY FOR INTERNAL FINANCIAL CONTROLS

The Company's management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accounts of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

AUDITORS' RESPONSIBILITY

Our responsibility is to express an opinion on the Company's internal financial control over financial reporting based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the Guidance Note) issued by the Institute of Chartered Accountants of India and the Standards on Auditing prescribed under Section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design



and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's internal financial controls system over financial reporting.

MEANING OF INTERNAL FINANCIAL CONTROLS OVER FINANCIAL REPORTING

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that

- (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company;
- (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
- (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

INHERENT LIMITATIONS OF INTERNAL FINANCIAL CONTROLS OVER FINANCIAL REPORTING.


Because of the inherent limitations of internal financial controls over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting to future period are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.



OPINION

In our opinion, to the best of our information and according to the explanations given to us, the Company has, in all material respects, an adequate internal finance controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at 31st March 2020, based on the Internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

For S.L. Chhajed & Co. LLP
Chartered Accountants
FRN: 000709C/C400277


(CA. Vijit Baidmutha)

Partner

M. No. 406044

UDIN: 20406044AAAAIH2260



Date: 22nd May, 2020

Place: Bhopal

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Balance Sheet as at March 31, 2020

(Rs. in Lakhs)

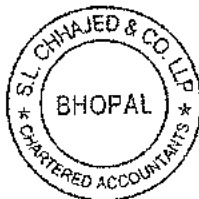
Particulars	Notes	As at March 31, 2020	As at March 31, 2019
ASSETS			
Non-current assets			
Capital work in progress	2	19,400.39	-
Financial assets			
(i) Trade receivables	3	-	-
(ii) Loans	6	-	-
(iii) Others	7	-	-
Deferred tax assets	20	-	-
Other non-current asset	4	13.52	-
Total non-current assets		19,413.91	-
Current assets			
Inventories		-	-
Financial assets			
(i) Trade receivables	3	-	-
(ii) Cash and cash equivalent	5	1,828.32	24.14
(iii) Loans	6	-	-
Other current assets	4	5,379.37	29.56
Total current assets		7,207.69	53.70
TOTAL ASSETS		26,621.60	53.70
EQUITY AND LIABILITIES			
Equity			
Equity share capital	8	22.60	3.00
Other equity		3,247.27	(178.38)
Total Equity		3,269.86	(173.38)
Liabilities			
Non-current liabilities			
Financial liabilities			
(i) Borrowings	9	17,639.15	-
(ii) Trade payable	13	-	-
(iii) Other financial liabilities	11	-	-
Provisions	10	-	-
Deferred tax liabilities		-	-
Other non-current liabilities	12	-	-
Total non-current liabilities		17,639.15	-
Current liabilities			
Financial liabilities			
(i) Borrowings	9	2,372.78	216.19
(ii) Trade payable	13	-	-
(iii) Other financial liabilities	11	3.31	8.94
Other current liabilities	12	3,309.08	1.43
Provisions	10	27.42	0.52
Total current liabilities		5,712.59	227.08
TOTAL LIABILITIES		23,351.74	227.08
TOTAL EQUITY AND LIABILITIES		26,621.60	53.70

The notes referred to above form an integral part of financial statements 1 to 32

As per our Report of even date

For S.L. Chhajed & Co. LLP.

Chartered Accountants
FRN : 000709C/ C400277



Vijit
CA. Vijit Baidmutha
(Partner)
M. No. 406044
UDIN: 20406044AAAAIH2260

For and on behalf of the Board of Directors of
DBL Boragaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516

Seema
(Seema Suryavanshi)
Director
DIN - 00039946

Javed
(Javed Khan)
Director
DIN - 08099239



Place : Bhopal
Date : 22nd May 2020

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Statement of Profit & Loss for the Year ended March 31, 2020

(Rs. in Lakhs)

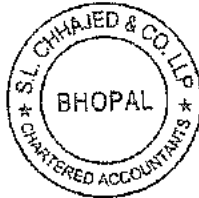
	Particulars	Notes	Year ended March 31, 2020	Year ended March 31, 2019
(I)	Revenue from Operations	14	44,133.33	-
(II)	Other income	15	18.52	-
(III)	Total Income (I+II)		44,151.85	-
(IV)	Expenses			
	Cost of construction	16	44,205.04	-
	Employee benefits expense	17	-	-
	Finance costs	18	1,327.09	108.07
	Depreciation and amortization expense	2	-	-
	Other expenses	19	102.49	70.31
	Total expenses (IV)		45,634.62	178.38
(V)	Profit/(loss) before exceptional items and tax			-
(VI)	Exceptional items			
(VII)	Profit/(loss) before tax (V) - (VI)		(1,482.77)	(178.38)
(VIII)	Tax expenses			
	(1) Current tax			
	(2) Deferred tax	20		
(IX)	Profit (Loss) for the period from continuing operations (VII - VIII)		(1,482.77)	(178.38)
(X)	Profit/(loss) from discontinued operations			
(XI)	Tax expenses of discontinued operations			
(XII)	Profit/(loss) from discontinued operations (after tax) (X-XI)			
(XIII)	Profit/(loss) for the period VI= (IX+XII)			
(XIV)	Other Comprehensive Income			
(XV)	Total Comprehensive Income for the period (Comprising Profit (Loss) and Other Comprehensive Income for the period) (IX-X)		(1,482.77)	(178.38)
(XVI)	Earnings per equity share (for continuing operations)			
	(1) Basic	21	(715.60)	(356.75)
	(2) Diluted		(715.60)	(356.75)

The notes referred to above form an integral part of financial statements

1 to 32

As per our Report of even date
For S.L. Chhajed & Co. LLP.
Chartered Accountants
FRN : 000709C/CA00277

CA. Vijit Baidmutha
(Partner)
M. No. 406044
UDIN: 20406044AAA3IH2260



For and on behalf of the Board of Directors of
DBL Boragaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516

(Seema Suryavanshi)
Director
DIN - 00039946

(Javed Khan)
Director
DIN - 08099239



Place : Bhopal
Date : 22nd May 2020

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Cashflow Statement for the Year ended March 31, 2020

(Rs. in Lakhs)

Particulars	Year ended March 31, 2020	Year ended March 31, 2019
A. CASH FLOW FROM OPERATING ACTIVITIES:		
Net Profit/(Loss) before tax as per Statement of Profit & Loss	(1,482.77)	(178.38)
Adjustments for:		
Interest Income	18.22	-
Depreciation and amortization expense		(108.07)
Finance Cost	1,327.09	-
Operating Profit before Working Capital Changes	(137.47)	(286.45)
Working Capital Changes:		
(Increase)/Decrease in Current asset	(5,363.33)	(29.56)
Increase/(Decrease) in Current Liabilities	3,328.92	10.89
Cash generated from operations	(2,171.87)	(305.12)
Changes in Financial Liabilities		
(Increase)/Decrease in Financial Assets	(19,400.39)	
Increase/(Decrease) in Financial Liabilities		
Income tax paid	-	
Net Cash generated from Operating Activities/ (Net cash used) (Total A)	(21,572.26)	(305.12)
B. CASH FLOW FROM INVESTING ACTIVITIES:		
Capitalisation of construction expenses	-	-
Interest Income	(18.22)	-
Net Cash generated from Investing Activities/ (Net cash used) (Total B)	(18.22)	-
C. CASH FLOW FROM FINANCING ACTIVITIES:		
Proceeds from issue of shares including share premium	4,926.01	5.00
Proceeds from Long Term Borrowings	17,639.15	-
Proceeds from Short Term Borrowings	2,156.59	216.19
Finance Cost	(1,327.09)	108.07
Net Cash generated from Financing Activities/ (Net cash used) (Total C)	23,394.67	329.26
Net Increase / (Decrease) in Cash and Cash Equivalents (A+B+C)	1,804.18	24.14
Add: Cash & Cash Equivalents at the beginning of the year	24.14	
Cash & Cash Equivalents at the end of the year	1,828.32	24.14

Notes:

1. The above Statement of Cash Flow has been prepared under the 'Indirect Method' as set out in Indian Accounting Standard (Ind AS-7) 'Statement of Cash Flows'

Particulars	FY 2019-20	FY 2018-19
2. Cash and Cash Equivalents Comprises of:		
Cash in hands		
Balance with Banks:	1,443.11	24.14
Deposits with Bank	385.22	24.14
Cash and Cash Equivalents (Refer Note 5)	1,828.32	48.28
Cash and Cash Equivalents in Statement of Cash Flow	1,828.32	

The notes referred to above form an integral part of financial statements

1 to 32

As per our Report of even date
For S.L. Chhajed & Co. LLP,
Chartered Accountants
PRN : 000709C/ C400277

CA. Viji Baidmutha
(Partner)
M. No. 406044
UDIN: 20406044AAAAIH2260



For and on behalf of the Board of Directors of
DBL Boragaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516

(Signature)
(Seema Suryavanshi)
Director
DIN - 00039946

(Signature)
(Javed Khan)
Director
DIN - 08099239



Place : Bhopal
Date : 22nd May 2020

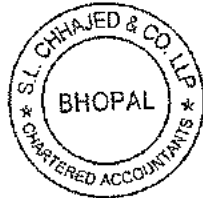
DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Statement of Change in Equity for the Year ended Mar 31, 2020**


A. Equity share capital		(Rs. in Lakhs)	
Particulars	Note	Year 2020	Year 2019
Balance as on 1st April		5.00	
Changes in equity share capital during the year		17.60	5.00
Balance as on 31st March		22.60	5.00

B. Other equity		(Rs. in Lakhs)				
Particulars	Reserves and Surplus Year ended 2020			Reserves and Surplus Year ended 2019		
	Securities Premium	Retained Earnings	Total	Securities Premium	Retained Earnings	Total
Balance as on 1st April		(178.38)	(178.38)	-	-	-
Profit or (loss)		(1,482.77)	(1,482.77)	-178.38	-	(178.38)
Other comprehensive income (net of tax)			-	-	-	-
Security premium collected on issue of share.	4,908.42		4,908.42			
Balance as on 31st March	4,908.42	(1,661.15)	3,247.27	-178.38	-	(178.38)

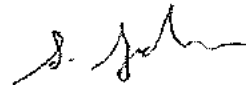
The notes referred to above form an integral part of financial statements 1 to 32

As per our Report of even date
For S.L. Chhajed & Co. LLP.
Chartered Accountants
FRN : 000709C/ C400277




CA. Vijit Baidmutha
(Partner)
M. No. 406044
UDIN: 20406044.AAAAIH2260

For and on behalf of the Board of Directors of
DBL Boragaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516


(Seema Suryavanshi)
Director
DIN - 00039946



(Javed Khan)
Director
DIN - 08099239

Place : Bhopal
Date : 22nd May 2020

DBL Boargaon Watambare Highways Private Limited

Notes to the financial statements

1. Company Overview and Significant Accounting Policies

1.1 Company Overview

DBL Boargaon Watambare Highways Private Limited (the 'company') is domiciled in India with its registered office at Bhopal, Madhya Pradesh, India. The Company has been incorporated under the provisions of the Companies Act, 2013. The company is a Special Purpose Vehicle which was formed as a special purpose vehicle (SPV) to implementing a road project envisaging Four Laning of Sangli- Solapur (Package- II: Bargaon to Watambare) section of NH-166 from existing Ch. Km 219.956 to Ch. 272.394 (Design Ch. Km. 224.000 to Km. 276.000) of length 52 Km. in the state of Maharashtra on Hybrid Annuity Mode.

1.2 Basis of Preparation of financial statements

The Company's financial statements have been prepared in accordance with Indian Accounting Standards (Ind AS) as notified by Ministry of Corporate Affairs under sections 133 of the Companies Act, 2013 read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 and Companies (Indian Accounting Standards) Amendment Rules 2016.

The financial statements of the Company for the year ended 31st March 2020 were approved for issue in accordance with the resolution of the Board of Directors on 22nd May 2020.

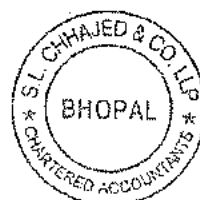
1.3 Basis of accounting

The Company maintains its accounts on accrual basis following the historical cost convention, except for certain financial instruments that are measured at fair values in accordance with Ind AS. Further, the guidance notes/ announcements issued by the Institute of Chartered Accountants of India (ICAI) are also considered, wherever applicable except to the extent where compliance with other statutory promulgations override the same requiring a different treatment.

1.4 Presentation of Financial Statements

The Balance Sheet, Statement of Profit and Loss and Statement of Changes in equity are prepared and presented in the format prescribed in the Schedule III to the Companies Act, 2013 ("the Act"). The disclosure requirements with respect to items in the Balance Sheet and Statement of Profit and Loss, as prescribed in the Schedule III to the Act, are presented by way of notes forming part of the financial statements along with the other notes required to be disclosed under the notified Accounting Standards and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

1.5 Use of estimates



The preparation of the financial statements in conformity with Ind AS requires management to make estimates, judgments and assumptions. These estimates, judgments and assumptions affect the application of accounting policies and the reported amounts of assets and liabilities, the disclosures of contingent liabilities at the date of the financial statements and reported amounts of revenues and expenses during the period. Accounting estimates could change from period to period. Actual results could differ from those estimates. Appropriate changes in estimates are made as management becomes aware of changes in circumstances surrounding the estimates. Changes in estimates are reflected in the financial statements in the period in which changes are made and, if material, their effects are disclosed in the notes to the financial statements.

This note provides an overview of the areas that involved a higher degree of judgement or complexity and of items which are more likely to be materially adjusted due to estimates and assumptions turning out to be different than those originally assessed. Detailed information about each of these estimates and judgements is included in the relevant note.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised prospectively.

A. Judgements in applying accounting policies

The judgements, apart from those involving estimations (see note below) that the Company has made in the process of applying its accounting policies and that have a significant effect on the amounts recognised in these financial statements pertain to useful life of assets. The Company is required to determine whether its intangible assets have indefinite or finite life which is a subject matter of judgement.

B. Key source of estimation uncertainty

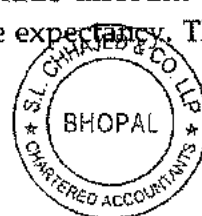
The following are the key assumptions concerning the future, and other key sources of estimation uncertainty at the end of the reporting period that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year.

a) Property, Plant and Equipment

Determination of the estimated useful lives of tangible assets and the assessment as to which components of the cost may be capitalized. Useful lives of tangible assets are based on the life prescribed in Schedule II of the Companies Act, 2013. In cases, where the useful lives are different from that prescribed in Schedule II, they are based on technical advice, taking into account the nature of the asset, the estimated usage of the asset, the operating conditions of the asset, past history of replacement, anticipated technological changes, manufacturers' warranties and maintenance support.

b) Recognition and measurement of defined benefit obligations

The obligation arising from defined benefit plan is determined on the basis of actuarial assumptions. Key actuarial assumptions include discount rate, trends in salary escalation and vested future benefits and life expectancy. The discount



rate is determined based on the prevailing market yields of Indian Government Securities as at the Balance Sheet Date for the estimated term of the obligations

c) Recognition of deferred tax assets

A deferred tax asset is recognised for all the deductible temporary differences to the extent that it is probable that taxable profit will be available against which the deductible temporary difference can be utilised.

d) Recognition and measurement of other provision

The recognition and measurement of other provisions are based on the assessment of the probability of an outflow of resources, and on past experience and circumstances known at the balance sheet date. The actual outflow of resources at a future date may therefore vary from the figure included in other provisions.

e) Discounting of long-term financial instrument

All financial instruments are required to be measured at fair value on initial recognition. In case of financial instruments which are required to be subsequently measured at amortised cost, interest is accrued using the effective interest method.

1.6 Functional and presentation currency

These financial statements are presented in Indian Rupees (INR), which is also the Company's functional currency. All amounts have been rounded-off to the nearest lakhs, except share and per share data, unless otherwise indicated.

1.7 Property, plant and equipment

Items of property, plant and equipment are measured at cost, which includes capitalised borrowing costs, less accumulated depreciation and accumulated impairment losses, if any.

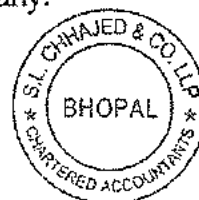
Cost of an item of property, plant and equipment comprises its purchase price, including import duties and non-refundable purchase taxes, after deducting trade discounts and rebates, any directly attributable cost of bringing the item to its working condition for its intended use and estimated costs of dismantling and removing the item and restoring the site on which it is located.

If significant parts of an item of property, plant and equipment have different useful lives, then they are accounted for as separate items (major components) of property, plant and equipment.

Any gain or loss on disposal of an item of property, plant and equipment is recognised in profit or loss.

Subsequent expenditure is capitalised only if it is probable that the future economic benefits associated with the expenditure will flow to the company.

1.8 Intangible Assets



Intangible assets that the Company controls and from which it expects future economic benefits are capitalised upon acquisition at cost comprising the purchase price and directly attributable costs to prepare the assets for its intended use.

Intangible assets that have finite lives are amortised over their useful lives by the straight line method.

1.9 Impairment of non-financial assets

The Company assesses at each balance sheet date whether there is any indication that an asset or cash generating unit (CGU) may be impaired. If any such indication exists, the company estimates the recoverable amount of the asset. The recoverable amount is the higher of an asset's or CGU's net selling price or its value in use. Where the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

An impairment loss is recognised if the carrying amount of an asset or CGU exceeds its recoverable amount.

Impairment losses are recognised in the statement of profit and loss. They are allocated first to reduce the carrying amount of any goodwill allocated to the CGU, and then to reduce the carrying amounts of the other assets in the CGU on a pro rata basis.

An impairment loss in respect of goodwill is not reversed. For other assets, an impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

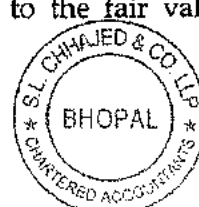
1.10 Financial Instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial Assets

Initial Recognition

The Company recognizes financial assets when it becomes a party to the contractual provisions of the instrument. All financial assets are recognized at fair value on initial recognition, except for trade receivables which are initially measured at transaction price. Transaction costs that are directly attributable to the acquisition or issue of financial assets that are not at fair value through profit or loss are added to the fair value on initial recognition.



Subsequent measurement

A financial asset is subsequently measured at amortised cost if it is held within a business model whose objective is to hold the asset in order to collect contractual cash flows and the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Non-derivative financial assets - service concession arrangements

The Company recognises a financial asset arising from a service concession arrangement when it has an unconditional contractual right to receive cash or another financial asset from or at the direction of the grantor of the concession for the construction or upgrade services provided. Such financial assets are measured at fair value upon initial recognition and classified as trade receivables. Until such unconditional right to receive cash or another financial asset from or at direction of the grantor is established, such revenue is recognised as capital work in progress.

Subsequent to initial recognition, such financial assets are measured at amortised cost. If the company is paid for the construction services partly by a financial asset and partly by an intangible asset, then each component of the consideration is accounted for separately and is initially recognised at its fair value.

A financial asset which is not classified in the above category are subsequently fair valued through profit or loss.

Derecognition

The company derecognises a financial asset when the contractual rights to the cash flows from the financial asset expire, or it transfers the rights to receive the contractual cash flows in a transaction in which substantially all of the risks and rewards of ownership of the financial asset are transferred or in which the company neither transfers nor retain substantially all of the risks and rewards of ownership and it does not retain control of the financial asset.

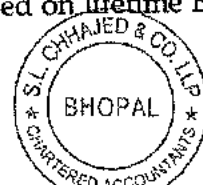
Impairment of financial asset

For impairment of financial assets, Company applies expected credit loss (ECL) model. Following financial assets and credit risk exposure are covered within the ECL model:

- a. Financial assets that are debt instruments, and are measured at amortized cost e.g. loans, debt securities, deposits, trade receivables and bank balance
- b. Trade receivables or any contractual right to receive cash or another financial asset that result from transactions that are within the scope of Ind AS 11 and Ind AS 18.

The company follows 'simplified approach' for recognition of impairment loss allowance on trade receivables including receivables recognized under service concession arrangements.

The application of simplified approach does not require the company to track changes in credit risk. Rather, it recognises impairment loss allowance based on lifetime ECLs at each



reporting date, right from its initial recognition. For recognition of impairment loss on other financial assets and risk exposure, the company determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, then the impairment loss is provided based on lifetime ECL.

Financial liabilities

Initial recognition

The company initially recognises borrowings, trade payables and related financial liabilities on the date on which they are originated.

All other financial instruments (including regular-way purchases and sales of financial assets) are recognized on the trade date, which is the date on which the company becomes a party to the contractual provisions of the instrument.

Non-derivative financial liabilities are initially recognised at fair value, net of transaction costs incurred.

Subsequent measurement

Financial liabilities are subsequently carried at amortized cost using the effective interest method, except for contingent consideration recognized in a business combination which is subsequently measured at fair value through profit and loss. For trade and other payables maturing within one year from the Balance Sheet date, the carrying amounts approximate fair value due to the short maturity of these instruments

Derecognition

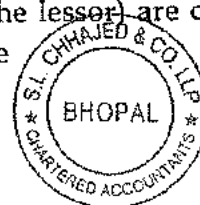
A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

1.11 Leases

Leases in which a significant portion of the risks and rewards of ownership are not transferred to the group as lessee are classified as operating leases. Payments made under operating leases (net of any incentives received from the lessor) are charged to profit or loss on a straight-line basis over the period of the lease



1.12 Provisions and Contingencies

Provisions involving substantial degree of estimation in measurement are recognized when there is a present obligation as a result of past events, it is probable that there will be an outflow of resources and a reliable estimate can be made of the amount of the obligation. These are reviewed at each balance sheet date and adjusted to reflect the current best estimate. Contingent liabilities are not provided for and are disclosed by way of notes.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost in the statement of profit and loss

1.13 Revenue recognition

Contract revenue includes the initial amount agreed in the contract plus any variations in contract work, claims and incentive payments, to the extent that it is probable that they will result in revenue and can be measured reliably.

If the outcome of a construction contract can be estimated reliably, contract revenue is recognised in profit or loss in proportion to the stage of completion of the contract. The stage of completion is assessed by reference to surveys of work performed. Otherwise, contract revenue is recognised only to the extent of contract costs incurred that are likely to be recoverable.

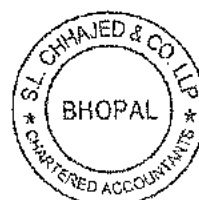
Revenue related to construction or upgrade services provided under a service concession arrangement is recognised based on the stage of completion of the work performed. Operation or service revenue is recognised in the period in which the services are provided by the company

Interest income from financial assets at fair value through profit or loss is disclosed as interest income within other income. Interest income on financial assets at amortised cost and financial assets at FVOCI is calculated using the effective interest method is recognised in the statement of profit and loss as part of other income.

Interest income is calculated by applying the effective interest rate to the gross carrying amount of a financial asset except for financial assets that subsequently become credit-impaired. For credit-impaired financial assets the effective interest rate is applied to the net carrying amount of the financial asset (after deduction of the loss allowance).

1.14 Depreciation

Depreciation is calculated on cost of items of property, plant and equipment less their estimated residual values over their estimated useful lives using the straight-line method, and is generally recognised in the statement of profit and loss. Assets acquired under finance leases are depreciated over the shorter of the lease term and their useful lives unless it is reasonably certain that the company will obtain ownership by the end of the lease term. Freehold land is not depreciated.



Depreciation on additions (disposals) is provided on a pro-rata basis i.e. from (upto) the date on which asset is ready for use (disposed of).

1.15 Borrowing Cost

Borrowing costs are interest and other costs (including exchange differences relating to foreign currency borrowings to the extent that they are regarded as an adjustment to interest costs) incurred in connection with the borrowing of funds. Borrowing costs directly attributable to acquisition or construction of an asset which necessarily take a substantial period of time to get ready for their intended use are capitalised as part of the cost of that asset. Other borrowing costs are recognised as an expense in the period in which they are incurred.

As per IFRIC 12 Borrowing costs under Financial asset model are recognised as an expense in the period in which they are incurred.

1.16 Earnings per equity share

Basic earnings per equity share is computed by dividing the net profit or loss attributable to the equity holders of the company by the weighted average number of equity shares outstanding during the period. Diluted earnings per equity share is computed by dividing the net profit or loss attributable to the equity holders of the company by the weighted average number of equity shares considered for deriving basic earnings per equity share and also the weighted average number of equity shares that could have been issued upon conversion of all dilutive potential equity shares. The dilutive potential equity shares are adjusted for the proceeds receivable had the equity shares been actually issued at fair value (i.e. the average market value of the outstanding equity shares). Dilutive potential equity shares are deemed converted as of the beginning of the period, unless issued at a later date. Dilutive potential equity shares are determined independently for each period present

1.17 Cash Flow statement

Cash flows are reported using the indirect method, whereby profit for the period is adjusted for the effects of transactions of a non-cash nature, any deferrals or accruals of past or future operating cash receipts or payments and item of income or expenses associated with investing or financing cash flows. The cash flows from operating, investing and financing activities of the Company are segregated.

1.18 Employee Benefits

Short Term Employment benefits

All employee benefits payable wholly within twelve months of rendering the service are classified as short-term employee benefits. Benefits such as salaries, wages etc. and the expected cost of ex-gratia are recognized in the period in which the employee renders the related service. A liability is recognised for the amount expected to be paid if the Company has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee and the obligation can be estimated reliably.

Post Employment Employee Benefits



Retirement benefits to employees comprise payments to government provident funds, gratuity fund and Employees State Insurance.

Defined Contribution Plans

The Company's contribution to defined contributions plans such as Provident Fund, Employee State Insurance are recognised in the Statement of Profit and Loss in the year when the contributions to the respective funds are due. There are no other obligations other than the contribution payable to the respective Funds

Defined Benefit Plans

Gratuity liability is defined benefit obligation. The Company's net obligation in respect of the gratuity benefit scheme is calculated by estimating the amount of future benefit that employees have earned in return for their service in the current and prior periods; that benefit is discounted to determine its present value.

The present value of the obligation under such defined benefit plan is determined based on actuarial valuation by an independent actuary, using the projected unit credit method, which recognizes each period of service as giving rise to additional unit of employee benefit entitlement and measures each unit separately to build up the final obligation.

The obligation is measured at the present value of the estimated future cash flows. The discount rates used for determining the present value of the obligation under defined benefit plan, are based on the market yields on Government securities as at the Balance Sheet date.

Remeasurement of the net defined benefit liability, which comprise actuarial gains and losses, the return on plan assets (excluding interest) and the effect of the asset ceiling (if any, excluding interest), are recognised immediately in Other Comprehensive Income. Net interest expense (income) on the net defined liability (assets) is computed by applying the discount rate, used to measure the net defined liability (asset), to the net defined liability (asset) at the start of the financial year after taking into account any changes as a result of contribution and benefit payments during the year. Net interest expense and other expenses related to defined benefit plans are recognised in Statement of Profit and Loss.

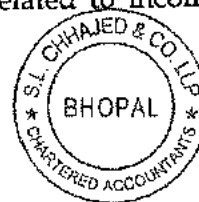
When the benefits of a plan are changed or when a plan is curtailed, the resulting change in benefit that relates to past service or the gain or loss on curtailment is recognised immediately in Statement of Profit and Loss. The Company recognises gains and losses on the settlement of a defined benefit plan when the settlement occurs.

Actuarial gains/losses are recognized in the other comprehensive income.

1.19 Income Taxes

Current Tax

Current tax comprises the expected tax payable or receivable on the taxable income or loss for the year and any adjustment to the tax payable or receivable in respect of previous years. The amount of current tax reflects the best estimate of the tax amount expected to be paid or received after considering the uncertainty, if any, related to income taxes. It is



measured using tax rates (and tax laws) enacted or substantively enacted by the reporting date

Current tax assets and current tax liabilities are offset only if there is a legally enforceable right to set off the recognised amounts, and it is intended to realise the asset and settle the liability on a net basis or simultaneously.

Minimum alternative tax (MAT) credit is recognized as an asset only when and to the extent there is convincing evidence that the Company will pay income tax higher than that computed under MAT, during the year that MAT is permitted to be set off under the Income Tax Act, 1961 (specified year). In the year, in which the MAT credit becomes eligible to be recognized as an asset the said asset is created by way of a credit to the Statement of profit and loss and shown as MAT credit entitlement. The Company reviews the same at each balance sheet date and writes down the carrying amount of MAT credit entitlement to the extent there is no longer convincing evidence to the effect that the Company will pay income tax higher than MAT during the specified year.

Deferred Tax

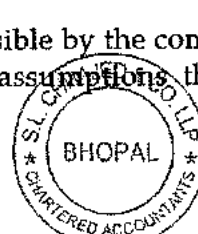
Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the corresponding amounts used for taxation purposes. Deferred tax is also recognised in respect of carried forward tax losses and tax credits. Deferred income tax assets and liabilities are measured using tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date and are expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of changes in tax rates on deferred income tax assets and liabilities is recognized as income or expense in the period that includes the enactment or the substantive enactment date. A deferred income tax asset is recognized to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences and tax losses can be utilized. The company offsets current tax assets and current tax liabilities, where it has a legally enforceable right to set off the recognized amounts and where it intends either to settle on a net basis, or to realize the asset and settle the liability simultaneously. The income tax provision for the interim period is made based on the best estimate of the annual average tax rate expected to be applicable for the full financial year.

1.20 Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the company. The fair value of an asset or a liability is measured using the assumptions that market



participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

For cash and other liquid assets, the fair value is assumed to approximate to book value, given the short term nature of these instruments. For those items with a stated maturity exceeding twelve months, fair value is calculated using a discounted cash flow methodology.

A fair value measurement of a non-financial asset considers a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

- Level 1 – Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For assets and liabilities that are recognised in the financial statements on a recurring basis, the company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

For the purpose of fair value disclosures, the company has determined classes of assets and liabilities based on the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

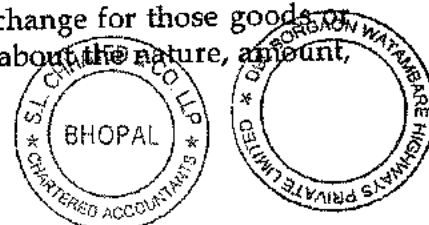
1.21 Debt Instruments :- Nil

1.22 Recent accounting developments

The Ministry of Corporate Affairs issued the Companies (Indian Accounting Standards) Amendment Rules, 2018, notifying Indian Accounting Standard (Ind AS) 115 "Revenue from Contracts with Customers"; notifying amendments to Ind AS 12 "Income Taxes" and Ind AS 21 "The Effects of Changes in Foreign Exchange Rates". Ind AS 115, amendments to the Ind AS 12 and Ind AS 21 are applicable to the Company w.e.f. 1 April 2018'

Ind AS 115 – Revenue from Contracts with Customers:

The core principle of Ind AS 115 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Further this standard requires enhanced disclosures about the nature, amount,



timing and uncertainty of revenue and cash flows arising from the entity's contracts with customers. The standard permits two possible methods of transition:

a) Retrospective approach - Under this approach the standard will be applied retrospectively to each prior reporting period presented in accordance with Ind AS 8 - "Accounting Policies, Changes in Accounting Estimates and Errors".

b) Retrospectively with cumulative effect of initially applying the standard recognised at the date of initial application (Cumulative catch - up approach).

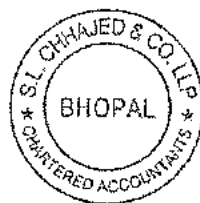
The Company will adopt the standard on 1 April 2018 by using the cumulative catch-up transition method and accordingly comparatives for the year ending or ended 31 March 2018 will not be retrospectively adjusted. The effect on the financial statements is being evaluated by the Company.

Amendment to Ind AS 12 - Income Taxes:

The amendment considers that tax law determines which deductions are offset against taxable income and that no deferred tax asset is recognised if the reversal of the deductible temporary difference will not lead to tax deductions. Accordingly, segregating deductible temporary differences in accordance with tax law and assessing them on entity basis or on the basis of type of income is necessary to determine whether taxable profits are sufficient to utilise deductible temporary differences. The effect on the financial statements is being evaluated by the Company

Amendment to Ind AS 21 - The Effects of Changes in Foreign Exchange Rates:

The amendment to this Ind AS requires foreign currency consideration paid or received in advance of an item of asset, expense or income, resulting in recognition of a non-monetary prepayment asset or deferred income liability, to be recorded in the Company's functional currency by applying the spot exchange rate on the date of transaction. The date of transaction which is required to determine the spot exchange rate for translation of such items would be earlier of: - the date of initial recognition of the non-monetary prepayment asset or deferred income liability, and - the date on which the related item of asset, expense or income is recognised in the financial statements. If the transaction is recognised in stages, then a spot exchange rate for each transaction date would be applied to translate each part of the transaction. The effect on the financial statements is being evaluated by the Company.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2020

Note 2 : Capital Work In Progress

Year ended March 31, 2020

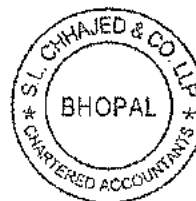
(Rs. in Lakhs)

Particulars	Gross Carrying Value			Depreciation/Amortization				Net Carrying Value		
	As at 01/04/2019	Additions	Deductions	As at 31/03/2020	As at 01/04/2019	For the year	Deductions	As at 31/03/2020	As at 01/04/2019	As at 31/03/2020
Financial Asset in progress	-	43,449.84	24,049.45	19,400.39	-	-	-	-	-	19,400.39
Total	-	43,449.84	24,049.45	19,400.39	-	-	-	-	-	19,400.39

Year ended March 31, 2019

(Rs. in Lakhs)

Particulars	Gross Carrying Value			Depreciation/Amortization				Net Carrying Value		
	As at 01/04/2018	Additions	Deductions	As at 31/03/2019	As at 01/04/2018	For the year	Deductions	As at 31/03/2019	As at 31/03/2019	As at 31/03/2018
	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2020

Note :- 3 Trade Receivables

(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Non Current		
Unsecured, considered good		-
Less: Allowance for bad and doubtful debts		-
Total Non Current		-
Current		
Unsecured considered good		-
Less: Allowance for bad and doubtful debts		-
Total Current		-
Total		-

Note :- 4 Other Assets

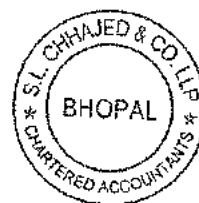
(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Non-current		
Retention money - Utility NHAI	13.52	
Total Non-current	13.52	-
Current		
Advance to Suppliers/Creditors	0.01	-
Deposit with Govt Authorities	2,827.56	0.01
Withheld amount- NHAI	0.90	
Mobilisation Advance Given To DBL	2,527.20	-
Prepaid Expenses	21.88	
Income tax deducted at source (19-20)	1.82	
Total Current	5,379.37	29.56
Total	5,392.89	29.56

Note : 5 Cash And Cash Equivalents

(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Fixed Deposit Accounts	385.22	24.14
Balance with Banks	1,443.11	24.14
Total	1,828.32	48.28



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2020

Note : 6 Loans

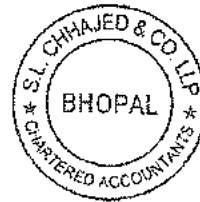
(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Current		
(a) Loans to Holding Company		-
(b) Loans to Fellow Subsidiary		-
(c) Advance to suppliers/ creditors		-
Total		-

Note : 7 Other Financial Assets

(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Current		
(a) Advance given		-
(b) Advance for Investment in shares		-
Total		-



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2020

Note 8: Equity Share Capital

Particulars	(Rs. in Lakhs)	
	March 31, 2020	March 31, 2019
Authorised shares		
2,50,000 Equity Shares of Rs. 10 Each	25.00	25.00
Total	25.00	25.00
Issued, subscribed and fully paid-up shares		
225956 Equity Shares of Rs. 10 Each fully paid-up	22.60	5.00
Total	22.60	5.00

a) Terms/rights attached to equity shares

The Company has only one class of shares referred to as equity shares having a face value of Rs.10 each. Equity holder of equity shares is entitled to one vote per share

The Company has not issued any securities during the year with the right/option to convert the same into equity shares at a later date.

The Company has not reserved any shares for issue under options and contracts/commitments for the sale of shares/disinvestment.

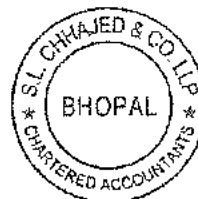
b) Reconciliation of the no. of shares and amounts outstanding at the beginning and at the end of the

Particulars	March 31, 2020		March 31, 2019	
	Numbers	Amount (Rs.) (In Lakhs)	Numbers	Amount (Rs.) (In Lakhs)
At the beginning of the period	50000	5.00	-	-
Shares issued during the period	175956	17.60	50,000	5.00
Outstanding at the end of the period	225,956	22.60	50,000	5.00

c) Details of shareholders holding more than 5% shares in the Company

Particulars	March 31, 2020		March 31, 2019	
	Numbers	% of holding	Numbers	% of holding
Equity shares of Rs. 10 each fully paid				
Dilip Buildcon Limited	225,856	99.96%	49,990	99.98%

*Shareholding



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2020

Note 9 : Borrowings

(Rs. in Lakhs)

Particulars	March 31, 2020	March 31, 2019
Non-current		
(a) Secured		
Term loans		
From Banks	8,326.96	-
From Other Parties	9,312.19	-
Less: Current maturities of non-current borrowings disclosed under the head 'Other financial liabilities - Current'		-
Non-current borrowings	17,639.15	-
(a) Unsecured		
From Related Parties	2,372.78	216.19
Current borrowings	2,372.78	216.19
Total borrowings	20,011.93	216.19

Details of terms of repayment and securities provided in respect of secured term loans are as under:

- 1 A pari passu first mortgage and charge on pari passu basis on all the borrower's immovable properties.
- 2 A pari passu first charge on pari passu basis on all the borrower's tangible moveable assets.
- 3 A pari passu first charge on pari passu basis over all accounts of the borrower including the escrow account and sub accounts.
- 4 A pari passu first charge on pari passu basis on all the borrower's intangible assets.
- 5 Dilip buildcon Ltd has pledged 61% of the total paid up equity shares of the borrower company in favour of Axis Trustee Services Ltd (security trustee).
- 6 The loan is also secured by corporate gaurantee of Dilip Buildcon Limited (holding company) till the receipt of 1st annuity and personal guarantee of Mr. Dilip Suryavanshi, the managing director of the holding company, Mrs. Seema Suryavanshi, the whole time director of the holding company and Mr. Devendra Jain, whole time director of the company.

(i) Financial Year 2018-19

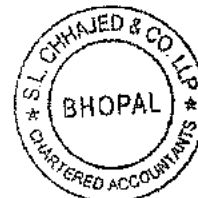
(Rs. In Lakhs)

Particulars	1 year	1-3 years	Beyond 3 Years	Total Amount
Debentures				-
Term Loans From Banks		999.24	7,327.73	8,326.96
Term Loans From Others		1,117.46	8,194.72	9,312.19
Total	-	2,116.70	15,522.45	17,639.15

Note 10: Provisions

(Rs. in Lakhs)

Particulars	March 31, 2020	March 31, 2019
Current		
Provision for Legal Fees payable		0.18
Provision for Audit Fees Payable	0.17	0.34
Provision for other technical fees payable	0.10	
Provision for IE Fees	27.15	
Total Current provisions	27.42	0.52



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2020

Note 11: Other financial liabilities

(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Current		
Current maturities of long term borrowings		
From Banks		-
Creditors for expenses	3.31	0.20
Total	3.31	0.20

Note 12: Other Current liabilities

(Rs. in Lakhs)

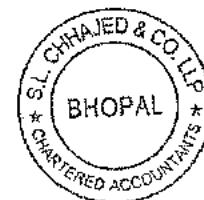
Particulars	March 31,2020	March 31,2019
Non Current		
Mobilisation Advance from NHAI		-
Total	-	-
Current		
Duties and Taxes		
Amounts withheld from Contractor		-
Mobilisation Advance from NHAI	2,573.50	-
Labour cess payable	139.42	
Interest on MOB advance	357.69	
Withheld- utility	100.00	
Retention money- NAR	13.52	
TDS Payable	124.96	
Total	3,309.08	-
Total	3,309.08	-

Note : 13 Trade Payables

(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
a Payable to MSME Vendor		
b Payable to creditors other than MSME Vendor		
Payable to related parties		-
Total	-	-

The disclosure in respect of the amount payable to enterprises which have provided goods and services to the Company and which qualify under the definition of micro and small enterprises, as defined under Micro, Small and Medium Enterprises Development Act, 2006 has been made in the financial statement as at 31-Mar-2020 based on the information received and available with the Company. On the basis of such information, no interest is payable to any micro, small and medium enterprises. Auditors have relied upon the information provided by the Company."



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2020

Note 14: Revenue from Operations

(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Contract Receipts	43,449.84	-
Contract Receipts (utility)	683.48	-
Total	44,133.33	-

Note 15: Other Income

(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Interest Income		
Interest from banks on deposits	18.22	-
Other income	0.30	-
Total	18.52	-

Note 16: Cost of Construction

(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Subcontractor Charges (utility)	626.80	-
Insurance Charges	32.76	-
Administration Charges for Utility Shifting	30.51	-
Labour Cess and Taxes	6.83	-
IE Fees	56.29	-
Cost Of Material Consumed IND AS	43,449.84	-
Total	44,205.04	-

Note 17: Employee Benefit Expense

(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Salaries, Wages and Bonus		-
Total	-	-

Note 18: Finance Cost

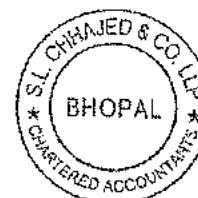
(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Bank charges	218.45	108.07
Interest on MOB advance	357.69	-
Interest on Term Loan	669.45	-
Other Borrowing Cost	81.50	-
Interest on other Financial Liability	-	108.07
Total	1,327.09	216.14

Note 19: Other Expenses

(Rs. in Lakhs)

Particulars	March 31,2020	March 31,2019
Legal fees		5.81
Audit fees	0.50	0.03
Professional tax	0.03	0.35
Miscellaneous expenses	0.09	0.09
Incorporation expense	-	0.01
Gst electronic payment	0.01	0.51
Fines and Penalties	0.18	-
Tour and travels	3.02	62.77
AMC, Technical and Professional Charges	97.59	70.31
Advertisement charges	0.77	-
Other reimbursement	0.31	-
Total	102.49	134.80



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2020

Note 20: Deferred Tax

0

Description	Carrying Amount	Tax Base	Taxable Temporary Deferrence	Deductable Temporary Difference	DTA/DTL @ 25.75%
Plant & Machinery, Equipment, Furniture & Fixtures Etc.	-	-	-	-	-
Trade Receivable	-	-	-	-	-
Other Assets	-	-	-	-	-
Equity and Reserve	-	-	-	-	-
Other Liability	-	-	-	-	-
Provisions which are deductible in Future as per IT	-	-	-	-	-
a) Bonus to Employees	-	-	-	-	-
b) VBF Fund	-	-	-	-	-
c) Gratuity Fund	-	-	-	-	-
TOTAL	-	-	-	-	-
DTA (DTL)					-
DTA for losses brought forward from previous year and carried forward to next year	-	-	-	-	-
Losses eligible for set off in current year	-	-	-	-	-
Total DTA (DTL) for the year					-

DTA(DLA) -beginning of the year	-
Carried Forward Loss	-
others	-
	<u>-</u>

Charged to Profit & Loss Account -



DBL BORGAN WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2020

Note 21: Remuneration to Auditors

(Rs. in Lakhs)

Particulars	March 31, 2020	March 31, 2019
a) Audit fees	0.75	0.50
b) For other services: Certification fees	-	-
c) Expenses reimbursed	-	-
Total	0.75	0.50

Note 22: Earning per Share (Basic and diluted)

Particulars	March 31, 2020	March 31, 2019
a) Profit / (Loss) for the year before tax Less: Attributable Tax thereon Profit / (Loss) after Tax	-1,482.77 - (1,482.77)	-178.36 - (178.36)
b) Weighted average number of equity shares used as denominator	207,207	50,000
c) Basic earning per share of nominal value of Rs 10/- each	(715.60)	(356.75)

Note:

Weighted average number of equity shares is the number of equity shares outstanding at the beginning of the year adjusted by the number of equity shares issued during the year multiplied by the time weighting factor. The time weighting factor is the number of days for which the specific share are outstanding as a proportion of total number of days during the year/ period

Note 23: Related party transaction

Details of related party

Name of the related party	Nature of relationship
Ditip Baskiran Limited	Holding Company
Seema Suryavanshi	Director
Javed Khan	Director

Related Party Transactions with Parent Company and its closing balance:

The terms and conditions of the transactions with key management personnel and their related parties were no more favourable than those available, or those which might reasonably be expected to be available, in respect of similar transactions with non-key management personnel related entities on an arm's length basis.

The transactions from related parties are made on terms equivalent to those that prevail in arm's length transactions. Outstanding balances at the year-end are unsecured and interest free and settlement occurs in cash.

The aggregate value of the Company's transactions and outstanding balances relating to key management personnel and entities over which they have control or significant influence is as follows:

Details of related party transactions Particulars	Holding Company		Fellow Subsidiary	
	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19
Expenses				
Subcontractor charges	43,449.84	-	-	-
Other borrowing cost	81.50	-	-	-
Admin charges for utility	30.51	-	-	-
Total	43,561.85	-	-	-
Assets				
Unsecured Loan Given	-	-	-	-
Mobilisation Advance given	2,517.20	-	-	-
Total	2,517.20	-	-	-
Liability				
Unsecured Loan	3,372.78	216.19	-	-
Trade Payable	-	-	-	-
Total	3,372.78	216.19	-	-
Transactions				
Unsecured Loan Given	-	-	-	-
Mobilisation Advance (Cr.)	9,155.00	-	-	-
Mobilisation Advance (Dr.)	11,682.19	-	-	-
Trade Payable (Cr.)	49,960.22	-	-	-
Trade Payable (Dr.)	49,960.22	-	-	-
Repayment of Unsecured Loan Given	-	-	-	-
Unsecured Loan Taken	2,534.87	216.51	-	-
Repayment of Unsecured Loan Taken	376.28	0.33	-	-
Total	123,670.79	216.84	-	-

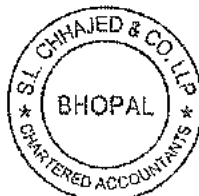
There have been personal guarantees provided or received

- a) Ditip Suryavanshi
- b) Seema Suryavanshi
- c) Devendra Jain

Note 24: Reconciliation between opening and closing balances in the balance sheet for liabilities arising from financing activities as required by Ind AS 7 "Statement of Cash Flows" is as under:

(Rs. in Lakhs)

Particulars	Long Term Borrowings	Short Term Borrowings
Balance as on 1st April 2019	-	216.19
Add: Cash inflow	18,351.85	2,514.87
Less: Cash outflow	712.70	378.28
Add: Non-Cash inflow	-	-
Less: Non-Cash outflow	-	-
Balance as on 31 March 2020	17,639.15	2,342.78



Note 25: Fair value of financial assets and liabilities

Set out below, is a comparison by class of the carrying amounts and fair value of the Company's financial instruments that are recognised in the financial statements.

		(Rs. In Lakhs)			
	Particulars	Carrying value	Fair value	Carrying value	Fair value
		March 31, 2020	March 31, 2020	March 31, 2019	March 31, 2019
	Financial Asset				
(a)	Carried at amortised cost				
	Other financial asset		-	-	-
	Cash and cash equivalent *	1,828.32	1,828.32	24.14	24.14
	Financial Liabilities				
a)	Carried at amortised cost				
	Borrowings	20,011.93	20,011.93	216.19	216.19
	Trade payable *	-	-	-	-
	Other financial liabilities	3.31	3.31	8.94	8.94

The Company maintains policies and procedures to value financial assets or financial liabilities using the best and most relevant data available. In addition, the Company internally reviews valuations, including independent price validation for certain instruments. Further, in other instances, Company retains independent pricing vendors to assist in corroborating the valuations of certain instruments.

The fair value of the financial assets and liabilities are included at the amount at which the instrument that would be received to sell an asset or paid to transfer liability in an orderly transaction between market participants at the measurement date.

The following methods and assumptions were used to estimate the fair values:

* The company has not disclosed the fair values of trade payables, trade receivables, cash and cash equivalents, because their carrying amounts are reasonable approximation of fair value.

Long-term fixed-rate and variable-rate receivables/borrowings are evaluated by the company based on parameters such as interest rates, individual creditworthiness of the customer and the risk characteristics of the financed project. Based on this evaluation, allowances are taken into account for the expected credit losses of these receivables. As of reporting date the carrying amounts of such receivables, net of allowances are not materially different from their calculated fair values.

Carrying value of loans from banks, other non current borrowings and other financial liabilities is estimated by discounting future cash flows using rates currently available for debt on similar terms, credit risk and remaining maturities. The own non-performance risk as at reporting date was assessed to be insignificant.

Fair value hierarchy

The following table provides the fair value measurement hierarchy of Company's assets and liabilities grouped into Level 1 to Level 3 as described in significant accounting policies - Note 2. Further table describes the valuation techniques used, key inputs to valuations and quantitative information about significant unobservable inputs for fair value measurements.

Quantitative disclosures fair value measurement hierarchy for assets as at 31st March 2020

Sr. No.	Particulars	Fair value measurement using			Valuation technique used	Inputs used
		Level 1	Level 2	Level 3		
	Assets for which fair values are disclosed					
(a)	Financial assets measured at amortised cost					
(i)	Borrowings		20,011.93		Discounted cash flows	Forecast cash flows, discount rate, maturity
(ii)	Other financial liabilities		3.31			

Note:

The carrying amount of financial assets and liabilities are considered to be the same as their fair values due to the current and short term nature of such balances and no material differences in the values.

Measurement of fair values (Levels 1, 2 and 3)

Level:1

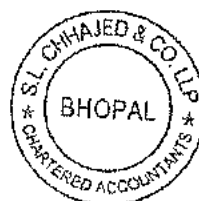
It includes investment in equity shares and mutual fund that has a quoted price and which are actively traded on the stock exchange. It has been valued using the closing price as at the reporting period on the stock exchange.

Level:2

The fair value of financial instruments that are not traded in an active market is determined using valuation techniques which maximise the use of observable market data and rely as little as possible on entity specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in level 2.

Level:3

These instruments are valued based on significant unobservable inputs whereby future cash flows are discounted using appropriate discount rate. When measuring the fair value of an asset or a liability, the Company uses observable market data as far as possible. If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2020

Note 26: Capital management

For the purpose of the Company's capital management, capital includes issued equity capital, share premium and all other equity reserves. The primary objective of the Company's capital management is to maximise the shareholder value.

The Company manages its capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants. Company monitors capital using a gearing ratio, which is net debt divided by total capital plus net debt. Company's policy is to keep the gearing ratio between 70% and 100%. The Company includes within net debt, interest bearing loans and borrowings, trade and other payables, less cash and cash equivalents, excluding discontinued operations.

Particulars	March 31, 2020	March 31, 2019
Loans and borrowings	20,011.93	216.19
Trade payables	-	-
Other financial liabilities	3.31	0.20
Less: Cash and cash equivalents	1,828.32	24.14
Net debt	18,186.92	192.25
Equity	3,269.86	(173.38)
Capital and net debt	21,456.78	18.87
Gearing ratio	84.76%	1018.81%



Note 27: Segment Reporting

Basis for Segmentation

In accordance with the requirements of Ind AS-108 'Segment Reporting', the Company is primarily engaged in a business of civil construction and has no other

Information About Geographical Areas

As the Company operates in India only, hence no separate geographical segment is disclosed.

Information About Major Customers

Revenue of the Company derived from single customer (NHA) which amounts to 10% or more of the Company's revenue.

Note 28: Fair Value Measurements

The Company's financial liabilities comprise mainly of borrowings, trade and other payables. The Company's financial assets comprise mainly of cash and cash equivalents and other

Credit Risk

Credit risk is the risk that a counterparty will not meet the obligations under a financial instrument or customer contract, leading to a financial loss. The Company's exposure and credit ratings of the carrying amount of following financial assets represents the maximum credit exposure.

Other Financial Assets

There are no financial assets receivable in the Company

Liquidity Risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset.

Exposure to Liquidity Risk

The following are the remaining contractual maturities of financial liabilities at the reporting date. The amounts are gross and undiscounted.

Particulars	Carrying Amount	Contractual Cash Flows			
		Total	Less than 1 year	1-3 years	More than 3 years
Non-derivative financial liabilities					
Borrowings	20,011.93	20,011.93	2,372.78	2,116.70	15,522.45
Trade payables	-	-	-	-	-
Other current financial liabilities	-	3,309.08	3,309.08	-	-
Total	20,011.93	23,321.01	5,681.86	2,116.70	15,522.45

Market Risk

Market risk is the risk that changes in market prices - such as foreign exchange rates, interest rates and equity prices - will affect the Company's income or the value of its holdings of financial

(a) Currency Risk

The functional currency of the Company is Indian Rupees (Rs). The Company is not exposed to foreign currency risk.

(b) Price Risk

The Company is not exposed to any price risk.

(c) Interest Rate Risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is exposed to interest rate risk.

Exposure to Interest Rate Risk

The interest rate profile of the Company's interest bearing financial instrument as reported to management is as follows:

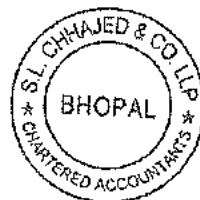
Particulars		31-Mar-20	31-Mar-19
Fixed rate instruments			
Financial assets		1,828.32	24.14
Financial liabilities		20,015.24	-
Variable rate instruments			
Financial assets		-	-
Financial liabilities		-	-

Interest Rate Sensitivity

Profit and Loss is sensitive to higher/lower interest expenses from borrowings as a result of change in interest rates. The following table demonstrates the sensitivity of floating rate instruments

Sensitivity Analysis (Impact on Profit Before Tax)

Particulars		31-Mar-20	31-Mar-19
Interest Rate			
Increase by 100 basis points		-	-
Decrease by 100 basis points		-	-



Note 29: Disclosure pursuant to Para 6 of appendix D of Ind AS 115 for Service Concession Agreements

Nature of Entity	Description of the Arrangement	Significant Terms of the Arrangement	Financial Assets as at 31-Mar-2020
DBL Bargaon Watambare Highways Private Limited	The Company is formed as a special purpose vehicle (SPV) to implementing a road project envisaging Four Laning of Sangli- Solapur (Package- II: Bargaon to Watambare) section of NH-166 from existing Ch. Km 219.956 to Ch. 272.894 (Design Ch. Km. 229.000 to Km. 276.000) of length 52 Km. in the state of Maharashtra on Hybrid Annuity Mode	The cost of construction as on the bid date which is here to be called as bid project cost(BPC) will be paid to the concessionaire in 2 parts. 40% of the BPC shall be payable in 5 instalments during construction period and the remaining BPC of 60% will be payable in 30 biannual instalments after 180 days from Completion date of the project. Construction period comprises of 730 days and operation of 15 years commencing from Completion Date	19,400.59

Note 30: Events after reporting period

There is no subsequent event after the reporting period which requires adjustments to the financial statements.


Note 31: Contingent Liability

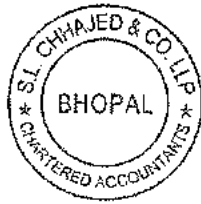
There are no contingent liabilities as on March 2020.

Note 32: Regrouping and Reclassification has been done wherever necessary.


The notes referred to above form an integral part of financial statements 1 to 32

As per our Report of even date
For S.L. Chhajed & Co. LLP,
Chartered Accountants
FRN: 000709C/ C400277


CA. Viji Baidmutha
(Partner)
M. No. 406044
UDIN: 20406044AAAAIH2260



For and on behalf of the Board of Directors of
DBL Bargaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516


(Seema Suryavanshi)
Director
DIN - 00039946


(Javed Khan)
Director
DIN - 08099239



Place : Bhopal
Date : 22nd May 2020

**AUDIT REPORT
OF
DBL BORGAON WATAMBARE HIGHWAYS
PRIVATE LIMITED**

Plot No. 5, Inside Govind Narayan Singh Gate,
Chuna Bhatti, Kolar Road Bhopal MP 462016

For the year ended on 31st March, 2019



S.L. Chhajer & Co.

Chartered Accountants

R-12, Maharana Pratap Nagar

Zone-I, Bhopal-462011

INDEPENDENT AUDITOR'S REPORT

To
The Members of
DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Report on the Standalone Ind AS Financial Statements

Opinion

We have audited the accompanying standalone Ind AS financial statements of **DBL Borgaon Watambare Highways Private Limited** which comprises the Balance Sheet as at March 31, 2019, the Statement of Profit and Loss (including Other Comprehensive Income), Statement of Changes in Equity and Statement of Cash Flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid standalone Ind AS financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the Ind AS and accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2019, and profit/loss, total comprehensive income, the changes in equity and its cash flows for the year ended on that date.

Basis for Opinion

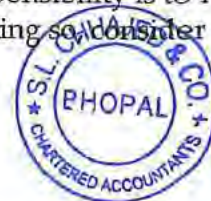
We conducted our audit in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the standalone Ind AS financial statements under the provisions of the Companies Act, 2013 and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Information other the standalone financial statements and Auditor's report thereon

The Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Management Discussion and Analysis, Directors Report, Business Responsibility Report, Corporate Governance and Shareholders Information, but does not include the standalone financial statements and our auditor's report thereon. The Annual report is expected to be made available to us after the date of this auditor's report.

Our opinion on the financial statements does not cover the other information and we will not express any form of assurance conclusion thereon.

In connection with our audit of the standalone financial statements, our responsibility is to read the other information identified above when it becomes available and, in doing so, consider



whether the other information is materially inconsistent with the standalone financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

When we read the other information included in the above reports, if we conclude that there is material misstatement therein, we are required to communicate the matter to those charged with governance and determine the actions under the applicable laws and regulations.

Responsibilities of Management and those charged with governance for the standalone Ind AS financial statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these standalone Ind AS financial statements that give a true and fair view of the financial position, financial performance, including other comprehensive income, changes in equity and cash flows of the Company in accordance with accounting principles generally accepted in India, including Indian Accounting Standards (Ind AS) prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate implementation and maintenance of accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the standalone Ind AS financial statement that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the Ind AS financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those Board of Directors are also responsible for overseeing the company's financial reporting process.

Auditor's Responsibilities for the Audit of standalone Ind AS financial statement

Our objectives are to obtain reasonable assurance about whether the Standalone Ind AS financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these standalone Ind AS financial statements.

A further description of the auditor's responsibilities for the audit of the standalone Ind AS financial statements is included in Annexure A. This description forms part of our auditor's report.



Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, we give in the Annexure B a statement on the matters specified in paragraphs 3 and 4 of the Order, to the extent applicable.
2. As required by Section 143(3) of the Act, we report that:
 - a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
 - b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
 - c) The Balance Sheet, the Statement of Profit and Loss, and the Cash Flow Statement dealt with by this Report are in agreement with the books of account.
 - d) In our opinion, the aforesaid standalone Ind AS financial statements comply with the Indian Accounting Standards specified under Section 133 of the Act.
 - e) On the basis of the written representations received from the directors as on 31st March, 2019 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2019 from being appointed as a director in terms of Section 164 (2) of the Act.
 - f) With respect to the adequacy of the Internal Financial Control over financial reporting of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure C"
 - g) With respect to the other matters to be included in the Auditors Report in accordance with the requirements of Section 197(16) of the Act, as amended :

In our opinion and to the best of our information and according to the explanations given to us, the remuneration paid by the Company to its directors during the year is in accordance with the provisions of Section 197 of the Act.



- h) With respect to the other matters to be included in the Auditor's Report in accordance with

S.L CHHAJED & CO.

Chartered Accountants

Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

- i) The Company does not have any pending litigations which would impact its financial position in its standalone Ind AS financial statements.
- ii) The Company does not have any long term contracts including derivative contracts for which there are any material foreseeable losses.

There has been no delay in transferring amounts, required to be transferred, to the Investor Education and Protection Fund by the Company during the year ended March 31,2019.

For, **S.L. Chhajed & Co.**

Chartered Accountants

FRN: 000709C



(CA. Vijit Baidmutha)

Partner

M. No. 406044



Date: May 8, 2019

Place: Bhopal

Annexure-A

DBL Borgaon Watambare Highways Private Limited

Responsibilities for Audit of Standalone Ind AS Financial Statement

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the standalone Ind AS financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Companies Act, 2013, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls system in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the standalone Ind AS financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the standalone Ind AS financial statements, including the disclosures, and whether the standalone Ind AS financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

For, **S.L. Chhajed & Co.**
Chartered Accountants
FRN:000709C



(CA. Vijit Baidmutha)

Partner

M. No: 406044



Date: May 8, 2019

Place: Bhopal

Annexure-B

DBL Borgaon Watambare Highways Private Limited

TO THE INDEPENDENT AUDITORS' REPORT

1. The company does not have any tangible fixed assets and therefore it need not maintain records showing full particulars, including quantitative details and situations of fixed assets.
2. The company does not have any inventory, hence the clause of physical verification of inventory by management is no applicable.
3. According to the information and explanations given to us, the Company has not granted any secured or unsecured loans to companies, firms or other parties covered in the register maintained under section 189 of the Companies Act, 2013. Accordingly the provisions of clauses 3(iii) (a) & (b) of the order are not applicable to the company and hence not commented upon.
4. According to the information and explanations given to us, as per section 185 of the Companies Act, 2013, no loan has been provided to director or any person in whom director is interested and provisions as per section 186 of the Companies Act, 2013 has been complied.
5. In our opinion and according to the information and explanations given to us, the provisions of Sections 73 to 76 of the Companies Act, 2013 and the Companies (Acceptance of Deposits) Rules, with regard to the deposits accepted from the public is not applicable to the Company.
6. No Cost records are required to be maintained by the Company under section 148(1) of the Companies Act 2013.
7. The Company is generally regular in depositing with appropriate authorities undisputed statutory dues relating to Income tax, Sales tax, Service tax, Customs Duty, Excise duty, Value added tax, Cess and other material statutory dues applicable to it.
8. In our opinion and according to the information and explanations given to us, the Company has not defaulted in repayment of dues to financial institutions, bank or debenture holders.
9. In our opinion and explanations given to us money raised by term loan has been applied by the company for the purpose for which it was raised. Money raised by way of Initial Public Offer or further public offer (including debt instruments) is not applicable.
10. According to the information and explanations given to us, no fraud on or by the Company by its officers and employees has been noticed or reported during the year.
11. According to the information and explanations given to us the company has not paid /provided for the managerial remuneration during the year. Accordingly the provisions of section 197 read with Schedule V of Companies Act,2013 is not applicable.
12. Maintenance of Net Owned Funds to deposit in the ratio of 1:20 for meeting out liabilities by Nidhi Company is not applicable.
13. In our opinion and explanations given to us section 177 and 188 of Companies Act,2013 with regard to transactions with related party and all details as per accounting standard have been disclosed in the Ind AS Financial Statements.
14. As per our opinion and information given to us provisions of section 42 of Companies Act, 2013 with regard to allotment of preferential shares and private placement of shares or convertible debentures, is not applicable.
15. According to information and explanations given to us the company has not entered into any non-cash transaction with the directors or person connected with him.



S.L CHHAJED & CO.

Chartered Accountants

16. In our opinion and information provided to us the company is not required to be registered under 45-IA of Reserve Bank of India Act, 1934.

For, **S.L. Chhajed & Co.**

Chartered Accountants

FRN: 000709C



(CA. Vijit Baidmutha)

Partner

M. No. 406044



Date: May 8, 2019

Place: Bhopal

Annexure-C

DBL Borgaon Watambare Highways Private Limited

TO THE INDEPENDENT AUDITORS' REPORT

(Referred to in paragraph 2(f) under "Report on Other Legal and Regulatory Requirements" of our report of even date)

Report on the Internal Financial Control over Financial Reporting Under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013

We have audited the internal financial control over financial reporting of : **DBL Borgaon Watambare Highways Private Limited** ,as of 31st March, 2019 in conjunction with our audit of the standalone Financial Statements of the Company for the year ended on that date.

MANAGEMENT'S RESPONSIBILITY FOR INTERNAL FINANCIAL CONTROLS

The Company's management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accounts of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

AUDITORS' RESPONSIBILITY

Our responsibility is to express an opinion on the Company's internal financial control over financial reporting based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the Guidance Note) issued by the Institute of Chartered Accountants of India and the Standards on Auditing prescribed under Section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's internal financial controls system over financial reporting.



MEANING OF INTERNAL FINANCIAL CONTROLS OVER FINANCIAL REPORTING

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

INHERENT LIMITATIONS OF INTERNAL FINANCIAL CONTROLS OVER FINANCIAL REPORTING.

Because of the inherent limitations of internal financial controls over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting to future period are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

OPINION

In our opinion, to the best of our information and according to the explanations given to us, the Company has, in all material respects, an adequate internal finance controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at 31st March 2019, based on the Internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

For, S.L. Chhajed & Co.
Chartered Accountants
FRN: 000709C



(CA. Vijit Baidmutha)
Partner
M. No. 406044



Date: May 8, 2019
Place: Bhopal

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Balance Sheet as at March 31, 2019

(Rs. in Lakhs)

Particulars	Notes	As at March 31,2019
ASSETS		
Non-current assets		
Capital work in progress	2	
Financial assets		
(i) Investments		-
(ii) Trade receivables	3	-
(iii) Loans	6	-
(iv) Others	7	-
Deferred tax assets	20	-
Other non-current asset	4	-
Total non-current assets		-
Current assets		
Financial assets		-
(i) Investments		-
(ii) Trade receivables	3	-
(iii) Cash and cash equivalent	5	24.14
(iv) Loans	6	-
(v) Others	7	-
Current tax asset (Net)		-
Other current assets	4	29.56
Total current assets		53.70
TOTAL ASSETS		53.70
EQUITY AND LIABILITIES		
Equity		
Equity share capital	8	5.00
Other equity		(178.38)
Total Equity		(173.38)
Liabilities		
Non-current liabilities		
Financial liabilities		
(i) Borrowings	9	-
(ii) Trade payable	13	-
(iii) Other financial liabilities	11	-
Provisions	10	-
Deferred tax liabilities		-
Other non-current liabilities		-
Total non-current liabilities		-
Current liabilities		
Financial liabilities		



(i) Borrowings	9	216.19
(ii) Trade payable	13	-
(iii) Other financial liabilities	11	8.94
Other current liabilities	12	1.43
Provisions	10	0.52
Current tax liability		
Total current liabilities		227.08
TOTAL LIABILITIES		227.08
TOTAL EQUITY AND IABILITIES		53.70

The notes referred to above form an integral part of financial statements

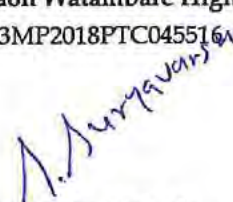
1 to 30

As per our Report of even date
For S.L. Chhajed & Co.
Chartered Accountants
Firm No. 000709C

For and on behalf of the Board of Directors of
DBL Boragaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516



CA. Vijit Baidmutha
(Partner)
M. No. 406044

(Seema Suryavansh)
Director
DIN - 00039946



(Javed Khan)
Director
DIN - 08099239

Place : Bhopal
Date : May 8, 2019



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Statement of Profit & Loss for the year ended March 31, 2019

(Rs. in Lakhs)

	Particulars	Notes	Year ended March 31,2019
(I)	Revenue from Operations	14	-
(II)	Other income	15	-
(III)	Total Income (I+II)		-
(IV)	Expenses		
	Cost of construction	16	-
	Employee benefits expense	17	-
	Finance costs	18	108.07
	Depreciation and amortization expense	2	-
	Other expenses	19	70.31
	Total expenses (IV)		178.38
(V)	Profit/(loss)before exceptional items and tax		-
(VI)	Exceptional items		
(VII)	Profit / (loss) before tax (V) - (VI)		(178.38)
(VIII)	Tax expenses		
	(1) Current tax		
	(2) Deferred tax	20	
(IX)	Profit (Loss) for the period from continuing operations (VII - VIII)		(178.38)
(X)	Profit/(loss) from discontinued operations		
(XI)	Tax expenses of discontinued operations		
(XII)	Profit/(loss) from discontinued operations (after tax) (X- XI)		
(XIII)	Profit/(loss) for the period VI= (IX+XII)		
(XIV)	Other Comprehensive Income		
	A (i) Items that will not be reclassified to profit or loss		-
	(ii) Income tax relating to items that will not be reclassified to profit or loss		-
	B (i) Items that will be reclassified to profit or loss		-
	(ii) Income tax relating to items that will be reclassified to profit or loss		-
(XV)	Total Comprehensive Income for the period (Comprising Profit (Loss) and Other Comprehensive Income for the period) (IX-X)		(178.38)



(XVI)	Earnings per equity share (for continuing operations)		
	(1) Basic	21	(356.75)
	(2) Diluted		(356.75)

The notes referred to above form an integral part of financial statements

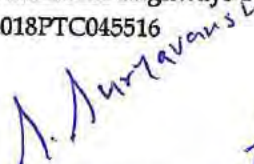
1 to 30


As per our Report of even date
For S.L. Chhajed & Co.
Chartered Accountants
Firm No. 000709C

For and on behalf of the Board of Directors of
DBL Boragaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516


CA. Vijit Baidmutha
(Partner)
M. No. 406044




(Seema Suryavanshi)
Director
DIN - 00039946


(Javed Khan)
Director
DIN - 08099239

Place : Bhopal
Date : May 8, 2019



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Cashflow Statement for the year ended March 31 , 2019

Particulars	Year ended March 31,2019
<u>A. CASH FLOW FROM OPERATING ACTIVITIES:</u>	
Net Profit/(Loss) before tax as per Statement of Profit & Loss	(178.38)
Adjustments for:	
Interest Income	-
Depreciation and amortization expense	(108.07)
Finance Cost	-
Operating Profit before Working Capital Changes	(286.45)
Working Capital Changes:	
(Increase)/Decrease in Current and Non- Current Assets	(29.56)
Increase/(Decrease) in Current and Non Current Liabilities	10.89
Cash generated from operations	(305.12)
Income tax paid	-
Net Cash generated from Operating Activities (Total A)	(305.12)
<u>B. CASH FLOW FROM INVESTING ACTIVITIES:</u>	
Capitalisation of construction expenses	-
Interest Income	-
Net cash used in Investing Activities (Total B)	-
<u>C. CASH FLOW FROM FINANCING ACTIVITIES:</u>	
Proceeds form issue of shares including share premium	5.00
Proceeds from Long Term Borrowings	-
Proceeds from Short Term Borrowings	216.19
Finance Cost	108.07
Net Cash used in Financing Activities (Total C)	329.26



Net Increase / (Decrease) in Cash and Cash Equivalents (A+B+C)	24.14
Add: Cash & Cash Equivalents at the beginning of the year	-
Cash & Cash Equivalents at the end of the year	24.14

The notes referred to above form an integral part of financial statements

1 to 30

As per our Report of even date

For, S.L. Chhajed & Co.

Chartered Accountants

Firm No. 000709C



CA. Vijit Baidmutha

(Partner)

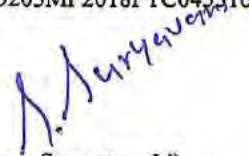
M. No. 406044



Place : Bhopal

Date : May 8,2019

For and on behalf of the Board of Directors of
DBL Boragaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516



(Seema Suryavanshi)

Director

DIN - 00039946



(Javed Khan)

Director

DIN - 08099239



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Statement of Change in Equity for the year ended March 31,2019

A. Equity share capital

(Rs. in Lakhs)

Particulars	Note	March 31,2019
Balance as on 1 April 2018		-
Changes in equity share capital during the year		5.00
Balance as on March 31, 2019		5.00

B. Other equity

(Rs. in Lakhs)


Particulars	Reserves and Surplus		Total
	Securities Premium	Retained Earnings	
Balance as on March 31, 2019	-		
Total comprehensive income for the period April 1, 2018			
Profit or (loss)	-	(178.38)	(178.38)
Other comprehensive income (net of tax)	-	-	-
Balance as on March 31, 2019	-	(178.38)	(178.38)

The notes referred to above form an integral part of financial statements

1 to 30

As per our Report of even date
For S.L. Chhajed & Co.
Chartered Accountants
Firm No. 000709C




CA. Vijit Baidmutha
(Partner)
M. No. 406044

For and on behalf of the Board of Directors of
DBL Boragaon Watambare Highways Pvt Ltd
CIN: U45203MP2018PTC045516


(Seema Suryavanshi)
Director
DIN - 00039946


(Javed Khan)
Director
DIN - 08099239

Place : Bhopal
Date : May 8,2019



DBL Borgaon Watambare Private Limited

Notes to the financial statements

1. Company Overview and Significant Accounting Policies

1.1 Company Overview

DBL Borgaon Watambare Private Limited (the 'company') is domiciled in India with its registered office at Bhopal, Madhya Pradesh, India. The Company has been incorporated under the provisions of the Companies Act, 2013. The company is a Special Purpose Vehicle which was formed to undertake the project of 4-laning of Sangli Solapur section of NH 166 from km 224 to km 276 (Package II, Borgaon to Watambare, Length=52 km), on design, build, operate and transfer (the DBOT Annuity or Hybrid Annuity) basis in the State of Maharashtra.

1.2 Basis of Preparation of financial statements

The Company's financial statements have been prepared in accordance with Indian Accounting Standards (Ind AS) as notified by Ministry of Corporate Affairs under sections 133 of the Companies Act, 2013 read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 and Companies (Indian Accounting Standards) Amendment Rules 2016.

The financial statements of the Company for the year ended 31st March 2019 were approved for issue in accordance with the resolution of the Board of Directors on 08th May 2019.

1.3 Basis of accounting

The Company maintains its accounts on accrual basis following the historical cost convention, except for certain financial instruments that are measured at fair values in accordance with Ind AS. Further, the guidance notes/ announcements issued by the Institute of Chartered Accountants of India (ICAI) are also considered, wherever applicable except to the extent where compliance with other statutory promulgations override the same requiring a different treatment.

1.4 Presentation of Financial Statements

The Balance Sheet, Statement of Profit and Loss and Statement of Changes in equity are prepared and presented in the format prescribed in the Schedule III to the Companies Act, 2013 ("the Act"). The disclosure requirements with respect to items in the Balance Sheet and Statement of Profit and Loss, as prescribed in the Schedule III to the Act, are presented by way of notes forming part of the financial statements along with the other notes required to be disclosed under the notified Accounting Standards and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

1.5 Use of estimates

The preparation of the financial statements in conformity with Ind AS requires management to make estimates, judgments and assumptions. These estimates, judgments and assumptions affect the application of accounting policies and the reported amounts of assets and liabilities, the disclosures of contingent liabilities at the date of the financial statements



and reported amounts of revenues and expenses during the period. Accounting estimates could change from period to period. Actual results could differ from those estimates. Appropriate changes in estimates are made as management becomes aware of changes in circumstances surrounding the estimates. Changes in estimates are reflected in the financial statements in the period in which changes are made and, if material, their effects are disclosed in the notes to the financial statements.

This note provides an overview of the areas that involved a higher degree of judgement or complexity and of items which are more likely to be materially adjusted due to estimates and assumptions turning out to be different than those originally assessed. Detailed information about each of these estimates and judgements is included in the relevant note.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised prospectively.

A. Judgements in applying accounting policies

The judgements, apart from those involving estimations (see note below) that the Company has made in the process of applying its accounting policies and that have a significant effect on the amounts recognised in these financial statements pertain to useful life of assets. The Company is required to determine whether its intangible assets have indefinite or finite life which is a subject matter of judgement.

B. Key source of estimation uncertainty

The following are the key assumptions concerning the future, and other key sources of estimation uncertainty at the end of the reporting period that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year.

a) Property, Plant and Equipment

Determination of the estimated useful lives of tangible assets and the assessment as to which components of the cost may be capitalized. Useful lives of tangible assets are based on the life prescribed in Schedule II of the Companies Act, 2013. In cases, where the useful lives are different from that prescribed in Schedule II, they are based on technical advice, taking into account the nature of the asset, the estimated usage of the asset, the operating conditions of the asset, past history of replacement, anticipated technological changes, manufacturers' warranties and maintenance support.

b) Recognition and measurement of defined benefit obligations

The obligation arising from defined benefit plan is determined on the basis of actuarial assumptions. Key actuarial assumptions include discount rate, trends in salary escalation and vested future benefits and life expectancy. The discount rate is determined based on the prevailing market yields of Indian Government Securities as at the Balance Sheet Date for the estimated term of the obligations.



c) Recognition of deferred tax assets

A deferred tax asset is recognised for all the deductible temporary differences to the extent that it is probable that taxable profit will be available against which the deductible temporary difference can be utilised.

d) Recognition and measurement of other provision

The recognition and measurement of other provisions are based on the assessment of the probability of an outflow of resources, and on past experience and circumstances known at the balance sheet date. The actual outflow of resources at a future date may therefore vary from the figure included in other provisions.

e) Discounting of long-term financial instrument

All financial instruments are required to be measured at fair value on initial recognition. In case of financial instruments which are required to be subsequently measured at amortised cost, interest is accrued using the effective interest method.

1.6 Functional and presentation currency

These financial statements are presented in Indian Rupees (INR), which is also the Company's functional currency. All amounts have been rounded-off to the nearest lakhs, except share and per share data, unless otherwise indicated.

1.7 Property, plant and equipment

Items of property, plant and equipment are measured at cost, which includes capitalised borrowing costs, less accumulated depreciation and accumulated impairment losses, if any.

Cost of an item of property, plant and equipment comprises its purchase price, including import duties and non-refundable purchase taxes, after deducting trade discounts and rebates, any directly attributable cost of bringing the item to its working condition for its intended use and estimated costs of dismantling and removing the item and restoring the site on which it is located.

If significant parts of an item of property, plant and equipment have different useful lives, then they are accounted for as separate items (major components) of property, plant and equipment.

Any gain or loss on disposal of an item of property, plant and equipment is recognised in profit or loss.

Subsequent expenditure is capitalised only if it is probable that the future economic benefits associated with the expenditure will flow to the company.



1.8 Intangible Assets

Intangible assets that the Company controls and from which it expects future economic benefits are capitalised upon acquisition at cost comprising the purchase price and directly attributable costs to prepare the assets for its intended use.

Intangible assets that have finite lives are amortised over their useful lives by the straight line method.

1.9 Impairment of non-financial assets

The Company assesses at each balance sheet date whether there is any indication that an asset or cash generating unit (CGU) may be impaired. If any such indication exists, the company estimates the recoverable amount of the asset. The recoverable amount is the higher of an asset's or CGU's net selling price or its value in use. Where the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

An impairment loss is recognised if the carrying amount of an asset or CGU exceeds its recoverable amount.

Impairment losses are recognised in the statement of profit and loss. They are allocated first to reduce the carrying amount of any goodwill allocated to the CGU, and then to reduce the carrying amounts of the other assets in the CGU on a pro rata basis.

An impairment loss in respect of goodwill is not reversed. For other assets, an impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

1.10 Financial Instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial Assets

Initial Recognition

The Company recognizes financial assets when it becomes a party to the contractual provisions of the instrument. All financial assets are recognized at fair value on initial recognition, except for trade receivables which are initially measured at transaction price. Transaction costs that are directly attributable to the acquisition or issue of financial assets that are not at fair value through profit or loss are added to the fair value on initial recognition.



Subsequent measurement

A financial asset is subsequently measured at amortised cost if it is held within a business model whose objective is to hold the asset in order to collect contractual cash flows and the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Non-derivative financial assets - service concession arrangements

The Company recognises a financial asset arising from a service concession arrangement when it has an unconditional contractual right to receive cash or another financial asset from or at the direction of the grantor of the concession for the construction or upgrade services provided. Such financial assets are measured at fair value upon initial recognition and classified as trade receivables. Until such unconditional right to receive cash or another financial asset from or at direction of the grantor is established, such revenue is recognised as capital work in progress.

Subsequent to initial recognition, such financial assets are measured at amortised cost. If the company is paid for the construction services partly by a financial asset and partly by an intangible asset, then each component of the consideration is accounted for separately and is initially recognised at its fair value.

A financial asset which is not classified in the above category are subsequently fair valued through profit or loss.

Derecognition

The company derecognises a financial asset when the contractual rights to the cash flows from the financial asset expire, or it transfers the rights to receive the contractual cash flows in a transaction in which substantially all of the risks and rewards of ownership of the financial asset are transferred or in which the company neither transfers nor retain substantially all of the risks and rewards of ownership and it does not retain control of the financial asset.

Impairment of financial asset

For impairment of financial assets, Company applies expected credit loss (ECL) model. Following financial assets and credit risk exposure are covered within the ECL model:

- a. Financial assets that are debt instruments, and are measured at amortized cost e.g. loans, debt securities, deposits, trade receivables and bank balance
- b. Trade receivables or any contractual right to receive cash or another financial asset that result from transactions that are within the scope of Ind AS 11 and Ind AS 18.

The company follows 'simplified approach' for recognition of impairment loss allowance on trade receivables including receivables recognized under service concession arrangements.

The application of simplified approach does not require the company to track changes in credit risk. Rather, it recognises impairment loss allowance based on lifetime ECLs at each



reporting date, right from its initial recognition. For recognition of impairment loss on other financial assets and risk exposure, the company determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, then the impairment loss is provided based on lifetime ECL.

Financial liabilities

Initial recognition

The company initially recognises borrowings, trade payables and related financial liabilities on the date on which they are originated.

All other financial instruments (including regular-way purchases and sales of financial assets) are recognized on the trade date, which is the date on which the company becomes a party to the contractual provisions of the instrument.

Non-derivative financial liabilities are initially recognised at fair value, net of transaction costs incurred.

Subsequent measurement

Financial liabilities are subsequently carried at amortized cost using the effective interest method, except for contingent consideration recognized in a business combination which is subsequently measured at fair value through profit and loss. For trade and other payables maturing within one year from the Balance Sheet date, the carrying amounts approximate fair value due to the short maturity of these instruments

Derecognition

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

1.11 Leases

Leases in which a significant portion of the risks and rewards of ownership are not transferred to the group as lessee are classified as operating leases. Payments made under operating leases (net of any incentives received from the lessor) are charged to profit or loss on a straight-line basis over the period of the lease.



1.12 Provisions and Contingencies

Provisions involving substantial degree of estimation in measurement are recognized when there is a present obligation as a result of past events, it is probable that there will be an outflow of resources and a reliable estimate can be made of the amount of the obligation. These are reviewed at each balance sheet date and adjusted to reflect the current best estimate. Contingent liabilities are not provided for and are disclosed by way of notes.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost in the statement of profit and loss

1.13 Revenue recognition

Contract revenue includes the initial amount agreed in the contract plus any variations in contract work, claims and incentive payments, to the extent that it is probable that they will result in revenue and can be measured reliably.

If the outcome of a construction contract can be estimated reliably, contract revenue is recognised in profit or loss in proportion to the stage of completion of the contract. The stage of completion is assessed by reference to surveys of work performed. Otherwise, contract revenue is recognised only to the extent of contract costs incurred that are likely to be recoverable.

Revenue related to construction or upgrade services provided under a service concession arrangement is recognised based on the stage of completion of the work performed. Operation or service revenue is recognised in the period in which the services are provided by the company

Interest income is recognised in the Statement of Profit and Loss using the effective interest method.

1.14 Depreciation

Depreciation is calculated on cost of items of property, plant and equipment less their estimated residual values over their estimated useful lives using the straight-line method, and is generally recognised in the statement of profit and loss. Assets acquired under finance leases are depreciated over the shorter of the lease term and their useful lives unless it is reasonably certain that the company will obtain ownership by the end of the lease term. Freehold land is not depreciated.

Depreciation on additions (disposals) is provided on a pro-rata basis i.e. from (up to) the date on which asset is ready for use (disposed of).

1.15 Borrowing Cost



Borrowing costs are interest and other costs (including exchange differences relating to foreign currency borrowings to the extent that they are regarded as an adjustment to interest costs) incurred in connection with the borrowing of funds. Borrowing costs directly attributable to acquisition or construction of an asset which necessarily take a substantial period of time to get ready for their intended use are capitalised as part of the cost of that asset. Other borrowing costs are recognised as an expense in the period in which they are incurred.

1.16 Earnings per equity share

Basic earnings per equity share is computed by dividing the net profit or loss attributable to the equity holders of the company by the weighted average number of equity shares outstanding during the period. Diluted earnings per equity share is computed by dividing the net profit or loss attributable to the equity holders of the company by the weighted average number of equity shares considered for deriving basic earnings per equity share and also the weighted average number of equity shares that could have been issued upon conversion of all dilutive potential equity shares. The dilutive potential equity shares are adjusted for the proceeds receivable had the equity shares been actually issued at fair value (i.e. the average market value of the outstanding equity shares). Dilutive potential equity shares are deemed converted as of the beginning of the period, unless issued at a later date. Dilutive potential equity shares are determined independently for each period present

1.17 Cash Flow statement

Cash flows are reported using the indirect method, whereby profit for the period is adjusted for the effects of transactions of a non-cash nature, any deferrals or accruals of past or future operating cash receipts or payments and item of income or expenses associated with investing or financing cash flows. The cash flows from operating, investing and financing activities of the Company are segregated.

1.18 Employee Benefits

Short Term Employment benefits

All employee benefits payable wholly within twelve months of rendering the service are classified as short-term employee benefits. Benefits such as salaries, wages etc. and the expected cost of ex-gratia are recognized in the period in which the employee renders the related service. A liability is recognised for the amount expected to be paid if the Company has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee and the obligation can be estimated reliably.

Post Employment Employee Benefits

Retirement benefits to employees comprise payments to government provident funds, gratuity fund and Employees State Insurance.

Defined Contribution Plans

The Company's contribution to defined contributions plans such as Provident Fund, Employee State Insurance are recognised in the Statement of Profit and Loss in the year when the contributions to the respective funds are due. There are no other obligations other than the contribution payable to the respective Funds



Defined Benefit Plans

Gratuity liability is defined benefit obligation. The Company's net obligation in respect of the gratuity benefit scheme is calculated by estimating the amount of future benefit that employees have earned in return for their service in the current and prior periods; that benefit is discounted to determine its present value.

The present value of the obligation under such defined benefit plan is determined based on actuarial valuation by an independent actuary, using the projected unit credit method, which recognizes each period of service as giving rise to additional unit of employee benefit entitlement and measures each unit separately to build up the final obligation.

The obligation is measured at the present value of the estimated future cash flows. The discount rates used for determining the present value of the obligation under defined benefit plan, are based on the market yields on Government securities as at the Balance Sheet date.

Remeasurement of the net defined benefit liability, which comprise actuarial gains and losses, the return on plan assets (excluding interest) and the effect of the asset ceiling (if any, excluding interest), are recognised immediately in Other Comprehensive Income. Net interest expense (income) on the net defined liability (assets) is computed by applying the discount rate, used to measure the net defined liability (asset), to the net defined liability (asset) at the start of the financial year after taking into account any changes as a result of contribution and benefit payments during the year. Net interest expense and other expenses related to defined benefit plans are recognised in Statement of Profit and Loss.

When the benefits of a plan are changed or when a plan is curtailed, the resulting change in benefit that relates to past service or the gain or loss on curtailment is recognised immediately in Statement of Profit and Loss. The Company recognises gains and losses on the settlement of a defined benefit plan when the settlement occurs.

Actuarial gains/losses are recognized in the other comprehensive income.

1.19 Income Taxes

Current Tax

Current tax comprises the expected tax payable or receivable on the taxable income or loss for the year and any adjustment to the tax payable or receivable in respect of previous years. The amount of current tax reflects the best estimate of the tax amount expected to be paid or received after considering the uncertainty, if any, related to income taxes. It is measured using tax rates (and tax laws) enacted or substantively enacted by the reporting date

Current tax assets and current tax liabilities are offset only if there is a legally enforceable right to set off the recognised amounts, and it is intended to realise the asset and settle the liability on a net basis or simultaneously.

Minimum alternative tax (MAT) credit is recognized as an asset only when and to the extent there is convincing evidence that the Company will pay income tax higher than that computed under MAT, during the year that MAT is permitted to be set off under the



Income Tax Act, 1961 (specified year). In the year, in which the MAT credit becomes eligible to be recognized as an asset the said asset is created by way of a credit to the Statement of profit and loss and shown as MAT credit entitlement. The Company reviews the same at each balance sheet date and writes down the carrying amount of MAT credit entitlement to the extent there is no longer convincing evidence to the effect that the Company will pay income tax higher than MAT during the specified year.

Deferred Tax

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the corresponding amounts used for taxation purposes. Deferred tax is also recognised in respect of carried forward tax losses and tax credits. Deferred income tax assets and liabilities are measured using tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date and are expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of changes in tax rates on deferred income tax assets and liabilities is recognized as income or expense in the period that includes the enactment or the substantive enactment date. A deferred income tax asset is recognized to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences and tax losses can be utilized. The company offsets current tax assets and current tax liabilities, where it has a legally enforceable right to set off the recognized amounts and where it intends either to settle on a net basis, or to realize the asset and settle the liability simultaneously. The income tax provision for the interim period is made based on the best estimate of the annual average tax rate expected to be applicable for the full financial year.

1.20 Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the company. The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

For cash and other liquid assets, the fair value is assumed to approximate to book value, given the short term nature of these instruments. For those items with a stated maturity exceeding twelve months, fair value is calculated using a discounted cash flow methodology.

A fair value measurement of a non-financial asset considers a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another.



The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

- Level 1 – Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For assets and liabilities that are recognised in the financial statements on a recurring basis, the company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

For the purpose of fair value disclosures, the company has determined classes of assets and liabilities based on the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

1.21 Recent accounting developments

The Ministry of Corporate Affairs issued the Companies (Indian Accounting Standards) Amendment Rules, 2018, notifying Indian Accounting Standard (Ind AS) 115 "Revenue from Contracts with Customers"; notifying amendments to Ind AS 12 "Income Taxes" and Ind AS 21 "The Effects of Changes in Foreign Exchange Rates". Ind AS 115, amendments to the Ind AS 12 and Ind AS 21 are applicable to the Company w.e.f. 1 April 2018'

Ind AS 116 - Leases:

It provides that an entity, being a lessee, shall treat almost all leases, except leases for short-term and leases of low value assets, as finance leases. Accordingly, entity shall recognise a right-of-use asset and a lease liability whenever it takes any asset on lease. The right-of-use asset shall be measured at cost that comprises of initial value of lease liability, lease payments made on or before the commencement of lease, initial direct costs incurred by the entity and an initial estimated cost of dismantling & removing the leased asset and restoring the site on which the asset is located. The lease liability shall be measured at the present value of the lease payments due. The interest rate implicit in the lease or lessee's incremental borrowing may be used to arrive at the present value. Subsequently, at each balance sheet date, the right-of-use asset shall be depreciated and lease liability shall be increased by interest amount & decreased by amount paid. The right-of-use asset may also be measured at revalued amount under revaluation model.

Amendments to Ind AS 109, Financial Instruments:

The amendments notified to Ind AS 109 pertain to classification of a financial instruments with prepayment feature with negative compensation. Negative compensation arises where the terms of the contract of the financial instrument permit



the holder to make repayment or permit the lender or issuer to put the instrument to the borrower for repayment before the maturity at an amount less than the unpaid amounts of principal and interest. According to the amendments, these types of instruments can be classified as measured at amortised cost, or measured at fair value through profit or loss, or measured at fair value through other comprehensive income by the lender or issuer if the respective conditions specified under Ind AS 109 are satisfied.

Amendments to Ind AS 12, Income Taxes:

The first amendment requires an entity to create a corresponding liability for Dividend Distribution Tax (DDT) when it recognises a liability to pay a dividend. The second amendment relates to tax consequence of an item whose tax treatment is uncertain. If it is probable that the taxation authority will accept the tax treatment, there will be no impact on the amount of taxable profits/losses, tax bases, unused tax losses/credits and tax rates. In vice-versa case, the entity shall show the effect of the uncertainty for each uncertain tax treatment on amount of related items by using either the most likely outcome or the expected outcome of the uncertainty.

Amendment to Ind AS 19, Employee Benefits:

The amendments to Ind AS 19, Employee Benefits relate to effects of plan amendment, curtailment and settlement. When an entity determines the past service cost at the time of plan amendment or curtailment, it shall remeasure the amount of net defined benefit liability/asset using the current value of plan assets and current actuarial assumptions which should reflect the benefits offered under the plan and plan assets before and after the plan amendment, curtailment and settlement.

Amendments to Ind AS 28, Investments in Associates and Joint Ventures:

According to the amendments, Ind AS 109 should be applied to the financial instruments, including long-term interests in associates and joint venture, that, in substance, form part of an entity's net investment in associate or joint venture, to which the equity method is not applied.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2019

Note 2 : Capital Work In Progress

Year ended March 31, 2019

(Rs. in Lakhs)

Particulars	Gross Carrying Value		Deductions	Depreciation/Amortization		Deductions	Net Carrying Value	
	As at 01/04/2018	Additions		As at 31/03/2019	As at 01/04/2018		For the year	As at 31/03/2019
	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Notes to financial statements for the year ended March 31, 2019****Note :- 3 Trade Receivables****(Rs. in Lakhs)**

Particulars	March 31,2019
Non Current	
Unsecured, considered good	-
Less: Allowance for bad and doubtful debts	-
Total Non Current	-
Current	
Unsecured considered good	-
Less: Allowance for bad and doubtful debts	-
Total Current	-
Total	-

Note :- 4 Other Assets**(Rs. in Lakhs)**

Particulars	March 31,2019
Non-current	
Others	
Total Non-current	-
Current	
(i) Security Deposit	-
(ii) Advance to Suppliers/Creditors	0.01
(iii) Deposit with Govt Authorities	29.55
(iv) MAT Credit (F.Y. 2017-18)	
(v) Preliminary Expenses	-
Total Current	29.56
Total	29.56

Note : 5 Cash And Cash Equivalents**(Rs. in Lakhs)**

Particulars	March 31,2019
(i) Cash on hand	-
(ii) Balance with Banks	24.14
Total	24.14



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2019

Note : 6 Loans

(Rs. in Lakhs)

Particulars	March 31,2019
Current	
(a) Loans to Holding Company	-
(b) Loans to Fellow Subsidiary	-
Total	-

Note : 7 Other Financial Assets

(Rs. in Lakhs)

Particulars	March 31,2019
Current	
(a) Advance given	-
Total	-



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Notes to financial statements for the year ended March 31, 2019****Note 8: Equity Share Capital****(Rs. in Lakhs)**

Particulars	March 31,2019
Authorised shares	
2,50,000 Equity Shares of Rs. 10 Each	25.00
Total	25.00
Issued, subscribed and fully paid-up shares	
50,000 Equity Shares of Rs. 10 Each fully paid-up	5.00
Total	5.00

a) Terms/rights attached to equity shares

The Company has only one class of shares referred to as equity shares having a face value of Rs.10 each. Equity holder of equity shares is entitled to one vote per share

b) Reconciliation of the no. of shares and amounts outstanding at the beginning and at the end of

Particulars	March 31,2019	
	Numbers	Amount (Rs.) (In Lakhs)
At the beginning of the period	-	-
Shares issued during the period	50,000	5.00
Outstanding at the end of the period	50,000	5.00

c) Details of shareholders holding more than 5% shares in the Company

Particulars	March 31,2019	
	Numbers	% of holding
Equity shares of Rs. 10 each fully paid		
Dilip Buildcon Limited	49,990	99.98%



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2019

Note 9 : Borrowings

(Rs. in Lakhs)

Particulars		March 31,2019
(a)	Non-current Secured Term loans	
	From Banks - For Fixed Assets	-
	From Banks - For Working Capital	
	From Other Parties	
Less:	Current maturities of non-current borrowings disclosed under the head 'Other financial liabilities - Current' (Refer note 11)	-
(b)	Unsecured Loan	
Non-current borrowings		-
(a)	Current Secured Loans Payable on Demand From Banks	
(a)	Unsecured From Related Parties	216.19
Current borrowings		216.19
Total borrowings		216.19

(i) Financial Year 2018-19

(Rs. In Lakhs)

Particulars	1 year	1-3 years	Beyond 3 Years	Total Amount
Debentures				-
Term Loans From Banks				-
Term Loans From Others		-		-
Total	-	-	-	-



Note 10: Provisions**(Rs. in Lakhs)**

Particulars		March 31,2019
(a)	Non-current Provision for employee benefits	-
Total Non-current provisions		-
	Current	
(i)	Provision for Legal Fees payable	0.18
(ii)	Provision for Audit Fees Payable	0.34
Total Current provisions		0.52
Total provisions		0.52



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2019

Note 11: Other financial liabilities

(Rs. in Lakhs)

Particulars	March 31,2019
Current	
(a) Current maturities of long term borrowings	
From Banks	-
From Related Parties	
(b) Creditors for expenses	8.94
Total	8.94

Note 12: Other Current liabilities

(Rs. in Lakhs)

Particulars	March 31,2019
Current	
(a) Advances from customers	-
(b) Duties and Taxes	1.43
(c) Amounts withheld from Contractor	-
Total	1.43

Note : 13 Trade Payables

(Rs. in Lakhs)

Particulars	March 31,2019
Current	
(a) Payable to related parties	-
(b) Others	-
Total	-



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**Notes to financial statements for the year ended March 31, 2019****Note 14 : Revenue from Operations****(Rs. in Lakhs)**

Particulars	March 31,2019
(a) Contract Receipts	-
(b) Contract Receipts (utility)	-
(c) Income from Change in Scope	-
Total	-

Note 15 : Other Income**(Rs. in Lakhs)**

Particulars	March 31,2019
(a) Interest Income	-
(i) Interest from banks on deposits	-
(ii) Interest on financial assets	-
Total	-

Note 16 : Cost of Construction**(Rs. in Lakhs)**

Particulars	March 31,2019
(a) Subcontractor Charges (utility)	-
(b) Labour Charges	-
(c) Subcontractor Charges	-
(d) Insurance Charges	-
(e) Administration Charges for Utility Shifting	-
(f) Cost Of Material Consumed IND AS	-
(g) Technical and Consultancy Charges	-
Total	-

Note 17 : Employee Benefit Expense**(Rs. in Lakhs)**

Particulars	March 31,2019
(a) Salaries, Wages and Bonus	-
(b) Contributions to :	-
Provident Fund	-
ESIC	-
Voluntary Benefit Fund	-
(c) Employee's welfare and Other amenities	-
(d) Directors' Remuneration	-
(e) Gratuity	-
Total	-



Note 18 : Finance Cost**(Rs. in Lakhs)**

Particulars	March 31,2019
Bank charges	108.07
Total	108.07

Note 19 : Other Expenses**(Rs. in Lakhs)**

Particulars	March 31,2019
(a) Legal fees	5.81
(b) Audit fees	0.75
(c) Professional tax	0.03
(d) Miscelanous expenses	0.35
(e) Incorporation expense	0.09
(f) Fines and penalties	0.01
(g) Tour and travels	0.51
(h) AMC, Technical and Professional Charges	62.77
Total	70.31



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2019

Note 20: Deffered Tax

(Rs. in Lakhs)

Description	Carrying Amount	Tax Base	Taxable Temporary Deference	Deductable Temporary Difference	DTA/DTL @ 25.75%
Equipment, Furniture & Fixtures Etc.	-	-	-	-	-
Trade Receivable	-	-	-	-	-
Other Assets	-	-	-	-	-
Equity and Reserve	-	-	-	-	-
Other Liability	-	-	-	-	-
Provisions which are deductible in Future as per IT	-	-	-	-	-
Employees	-	-	-	-	-
b) VBF Fund	-	-	-	-	-
c) Gratuity Fund	-	-	-	-	-
TOTAL	-	-	-	-	-
DTA (DTL)					-
forward from previous year and carried forward to next year	-				-
Losses eligible for set off in current year	-				-
Total DTA (DTL) for the year					-

DTA(DLA) -beginning of the y	-
Carried Forward Loss	-
others	-
	<u>-</u>

Charged to Profit & Loss Account	-
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DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2019

Note 21: Remuneration to Auditors

(Rs. in Lakhs)

Particulars	March 31,2019
a) Audit Fees	0.50
b) For other services: Certification fees	-
c) Expenses reimbursed	-
Total	0.50

Note 22: Earning per Share (Basic and diluted)

Particulars	March 31,2019
a) Profit / (Loss) for the year before tax	-178.38
Less : Attributable Tax thereto	-
Profit / (Loss) after Tax	(178.38)
b) Weighted average number of equity shares used as denominator	50,000
c) Basic earning per share of nominal value of Rs 10/- each	(356.75)

Note 23: Related party transaction

Details of related party

Name of the related party	Nature of relationship
Dilip Buildcon Limited	Holding Company

(Rs. in Lakhs)

Details of related party transactions	Holding Company		Fellow Subsidiary	
	FY 2018-19	FY 2017-18	FY 2018-19	FY 2017-18
Expenses				
Subcontractor charges	-			
Assets				
Unsecured Loan Given	-	-	-	-
Total	-	-	-	-
Liability				
Unsecured Loan	216.19	-	-	-
Trade Payable	-		-	
Total	216.19	-	-	-



Transactions				
Unsecured Loan Given	-	-	-	-
Mobilisation Advance (Cr.)				
Mobilisation Advance (Dr.)				
Retention money (Cr.)				
Retention money (Dr.)				
Repayment of Unsecured Loan Given	-	-	-	-
Unsecured Loan Taken	216.51	-		
Repayment of Unsecured Loan Taken	0.33	-		
Total	216.84	-		

Note 24: Reconciliation between opening and closing balances in the balance sheet for liabilities arising from financing activities as required by Ind AS 7 "Statement of Cash Flows" is as under:

(Rs. in Lakhs)

Particulars	Long Term Borrowings	Short Term Borrowings	Short Term Borrowings
Balance as on 31 March 2018	-	-	-
Add : Cash inflow	-	216.51	-
Less : Cash outflow	-	0.33	-
Add : Non - Cash inflow	-	-	-
Less : Non - Cash outflow	-	-	-
Balance as on 31 March 2019	-	216.19	-



Notes to financial statements for the year ended March 31, 2019

Note 25: Fair value of financial assets and liabilities

Set out below, is a comparison by class of the carrying amounts and fair value of the Company's financial instruments that are recognised in the financial statements.

(Rs. In Lakhs)

March 31, 2019	Particulars	Carrying value	Fair value
		March 31, 2019	March 31, 2019
	Financial Asset		
(a)	Carried at amortised cost		
(i)	Trade receivable *	-	-
(ii)	Security deposits	-	-
(ii)	Loans to Holding/Fellow Subsidiary	-	-
(iii)	Other financial asset	-	-
(iv)	Cash and cash equivalent *	24.14	24.14
	Financial Liabilities		
a)	Carried at amortised cost		
(i)	Borrowings	216.19	216.19
(ii)	Trade payable *	-	-
(ii)	Other financial liabilities	8.94	8.94

The Company maintains policies and procedures to value financial assets or

The fair value of the financial assets and liabilities are included at the amount at

The following methods and assumptions were used to estimate the fair values:

* The company has not disclosed the fair values of trade payables, trade

Long-term fixed-rate and variable-rate receivables/borrowings are evaluated by Carrying value of loans from banks, other non current borrowings and other

Fair value hierarchy

The following table provides the fair value measurement hierarchy of Company's

Quantitative disclosures fair value measurement hierarchy for assets as at March 31, 2019:

(Rs. In Lakhs)

Sr. No.	Particulars	Level 1	Level 2	
	Assets for which fair values are disclosed			
(a)	<i>Financial liability measured at amortised cost</i>			
(i)	Borrowings		216.19	Forecast Cash Flows, discount rate, maturity
(ii)	Other financial liabilities		8.94	

During the year ended March 31, 2019 there were no transfers between level 1 and level 2 fair value measurements and no



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2019

Note 26: Capital management

For the purpose of the Company's capital management, capital includes issued equity capital, share premium and all other equity reserves. The primary objective of the Company's capital management is to maximise the shareholder value.

The Company manages its capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants. Company monitors capital using a gearing ratio, which is net debt divided by total capital plus net debt. Company's policy is to keep the gearing ratio between 70% and 100%. The Company includes within net debt, interest bearing loans and borrowings, trade and other payables, less cash and cash equivalents, excluding discontinued operations.

Particulars	March 31, 2019
Loans and borrowings	216.19
Trade payables	-
Other financial liabilities	8.94
Less: Cash and cash equivalents	24.14
Net debt	200.99
Equity	(173.38)
Capital and net debt	27.61
Gearing ratio	727.87%



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Notes to financial statements for the year ended March 31, 2019

Note 27: Details of Dues to Micro and Small enterprises as per MSMED Act, 2006

There are no Micro & Small Enterprises as defined in the Micro & Small Enterprises Development Act, 2006 to whom the company owes dues on account of principle amount together with interest and accordingly no additional disclosures have been made. The above information regarding MSME has been determined to the extent such parties have been identified on the basis of information available with the company.

Note 28: Events after reporting period

There is no subsequent event after the reporting period which requires adjustments to the financial statements.

Note 29: Contingent Liability

There are no contingent liabilities as on March 31, 2019.

Note 30: Regrouping and Reclassification has been done wherever necessary.



DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE 09/2021-22 MEETING OF THE BOARD OF DIRECTORS OF DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED HELD AT A SHORTER NOTICE ON MONDAY, JANUARY 17TH, 2022 AT 11:15 A.M VIA ZOOM MEETINGS.

A) APPROVAL FOR ISSUANCE OF NON CONVERTIBLE DEBNTURES

“**RESOLVED THAT** pursuant to the provisions of Sections 42, 71, 179 and other applicable provisions, if any, of the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities), Rules, 2014, Companies (Share Capital and Debentures) Rules, 2014, other applicable rules made under the Companies Act, 2013 and the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as may be amended or modified from time to time, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, SEBI (Debenture Trustee) Regulations, 1993 as may be amended or modified from time to time in accordance with the memorandum of association and articles of association of the Company, subject to any approvals, consents, sanctions, permissions as may be necessary from the government authorities and all other appropriate statutory and regulatory authorities, and subject to such conditions and modifications as may be prescribed by the respective statutory and/or regulatory authorities while granting such approvals, consents, sanctions, permissions and subject to such conditions or modifications which may be agreed to by the Board and subject to the approval of the shareholders of the Company under Section 180 of the Companies Act, 2013, the approval of the Board be and is hereby accorded for issue and allotment of senior, listed, rated, secured, redeemable, non-convertible Debentures for an aggregate amount not exceeding INR333,89,00,000/- (Indian Rupees Three Hundred and Thirty Three Crores Eight Nine Lakhs only) in dematerialised form on a private placement basis in one or more series or in the form of STRPPs (collectively the “**Issue**”) to eligible investors specifically identified by the Company, (“**Identified Investors**”), on such terms and conditions as set out in the documents entered into for the Issue.”

“**RESOLVED FURTHER THAT** in terms of Section 179 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 (including any rules and regulations issued thereunder) and all other approvals, consents, sanctions, permissions as may be necessary from the government authorities and all other appropriate statutory and regulatory authorities, to the extent applicable, the Board hereby authorises and approves: (i) the creation of security over such assets of the Company as described in the draft of deed of hypothecation, by execution of the deed of hypothecation, to secure the obligations of the Company in relation to the Debentures; and (ii) the creation of pledge over 51% (fifty one percent) of the equity shares of the Company (on a fully diluted basis) and over 100% (one hundred percent) of the other securities issued by the Company as per the terms of the Pledge Agreement to secure the obligations of the Company in relation to the Debentures .”

“**RESOLVED FURTHER THAT** the Company hereby approves the drafts of the Debenture Documents, and approves the preparation, negotiation, finalization, acceptance and execution of each of the Debenture Documents including any amendments, novations, supplements, extensions, restatements or any other modifications thereof, which Debentures Documents shall be in the form and manner and on such terms and conditions as are mutually acceptable to the Company, the Identified Investors and the other secured parties, as applicable, and the Company does hereby agree to adopt, consent

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

to and be bound by the terms of the said Debenture Documents to be entered into by the Company.”

“**RESOLVED FURTHER THAT** the Company may, and each Director of the Company (the “**Authorised Signatories**”) are hereby severally authorized to do such acts, deeds and things as the respective Authorised Signatory in his/her absolute discretion deems necessary or desirable in connection with the Issue, offer and allotment of the Debentures, including, without limitation the following:

- (a) to decide, negotiate and finalize the terms of the Issue including number of units and the face value of the Debentures, premium, coupon, redemption terms, price, tenor, issue opening date, issue closing date deciding, and all other terms in relation to the Debentures and related matters as more particularly set out in the Debenture Documents;
- (b) to alter or modify the terms of the Issue, approve, finalise and issue the PPOAL in terms of the Companies (Prospectus and Allotment of Securities Rules) 2014 as amended or modified from time to time and the Information Memorandum, and providing the same on the appropriate platforms of the stock exchanges and arrangement for the submission of the and any amendments supplements thereto, with any applicable statutory and/or regulatory authorities, institutions or bodies, as may be required;
- (c) to sign, execute and issue consolidated receipt/s for the Debentures, listing application, various agreements (including but limited to subscription agreement, depository agreement, debenture trustee agreement, agreement with stock exchanges), undertaking, deeds, declarations and all other documents and to do all such things, deeds and acts and to comply with all the formalities as may, in the opinion of such authorized persons, be required in connection with or incidental to the aforesaid offering of Debentures, including post Issue formalities;
- (d) giving or authorizing the giving by concerned persons of such declarations, affidavits, certificates, consents and authorities as may be required from time to time, and all other related matters;
- (e) seeking, if required, any approval, consent or waiver from any/all financial creditors, concerned government and regulatory authorities, and/or any other approvals, consent or waivers that may be required in connection with the Issue, offer and allotment of the Debentures;
- (f) obtain in-principal approval and final listing/trading approvals from NSE/BSE and obtain ISIN from the depositories and allot Debentures to all the Identified Investors ;
- (g) creating a debenture redemption reserve in accordance with the provisions of the Companies Act, 2013 and the rules thereunder;
- (h) entering into arrangements with any depository in connection with the Issue of Debentures in demat form;
- (i) appointing the debenture trustee and such other intermediaries, as may be necessary in relation to the Debentures in accordance with the terms of the Debenture Documents;
- (j) do all such acts, matters, deeds and things in relation to the Issue including without limitation appointment of legal counsel, the registrar and transfer agent, the arranger, the rating agency and other advisors and/or intermediaries as may be required and making payment of their fees;
- (k) finalization of the allotment of the Debentures;

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Pin Code: - 413308

Ph.:0755-4029999, Fax:0755-4029998 E-mail: db@dilipbuildcon.co.in

(CIN No.: U45203MP2018PTC045516)

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

- (l) acceptance and appropriation of the proceeds of the issue of the Debentures;
- (m) authorization of the maintenance of a register of holders of the Debentures;
- (n) negotiate, finalise, execute, ratify and deliver the term sheet, the Debenture Documents (to which the Company is a party) and such other documents, as may be necessary including but not limited to all other documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required for the filing, registration, negotiation on dealing in any manner with the regulatory authorities in connection with the Debentures (including but not limited to Registrar of Companies, Ministry of Corporate Affairs, National Securities Depository Limited/Central Depository Services (India) Limited, the SEBI, NSE/BSE or any other stock exchange in India and such other authorities as may be required);
- (o) to execute all documents, file forms and take all necessary and appropriate steps relating to the creation, perfection and registration of any security created by the Company under any of the Debenture Documents (to which it is a party) including the registration of charges with the relevant registrar of companies, any depository or any other authorities under applicable laws and complete all listing and registration formalities with the relevant sub-registrar of assurances and other relevant governmental authorities as may be necessary;
- (p) entering into and dispatching such other documents, deeds, notices, letters, agreements, power of attorneys, declarations, memorandums, affidavits, certificates, indentures, indemnities (including without limitation in respect of stamp duty), undertakings, instruments and forms as may be required, in relation to or in connection with the Issue, the creation of security or pursuant to any other purpose mentioned in these resolutions or to give effect to any transactions contemplated in such Debenture Documents for the benefit of the holders of the Debentures; and
- (q) to take all steps and do all things and give such directions, as may be required, necessary, expedient or desirable for giving effect to the Debenture Documents, the transactions contemplated therein and the resolutions mentioned herein.

“RESOLVED FURTHER THAT any of the Directors of the Company and/or the Company Secretary be and are hereby severally authorized to record the name of holder of the Debentures in the register of debenture holders and to undertake such other acts, deeds and acts as may be required to give effect to the issuance and allotment of the Debentures.”

“RESOLVED FURTHER THAT the Company requests: (i) Cube Highways and Infrastructure III Pte Ltd (“Sponsor”) to create pledge over such shares and securities of the Company as described under the draft of the pledge agreement; and (ii) the Sponsor to execute the sponsor support undertaking, as per the terms of the Debenture Trust Deed.

“RESOLVED FURTHER THAT the common seal of the Company, if required, be affixed on the Debenture Documents including without limitation the power of attorney and such other agreements, indentures, certificates and documents, under the signatures of any of the Authorized Signatories and/or other officers of the Company, in accordance with the articles of association of the Company and Companies Act, 2013 as may be amended or modified from time to time.”

“RESOLVED FURTHER THAT the Company be and is hereby authorized to open any bank accounts with such bank or banks in India as may be required in connection with the Issue and that any one of

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

Authorized Signatories, be and are hereby authorized to sign and execute the application form and other documents required for opening the said account/s, to operate the said account/s, and to give such instructions including closure thereof as may be required and deemed appropriate by them, and that the said bank/s be and is/are hereby authorized to honour all cheques and other negotiable instruments drawn, accepted or endorsed and instructions given by the aforesaid Authorised Signatories on behalf of the Company.”

B) APPOINTMENT OF DEBENTURE TRUSTEE IN RELATION TO THE DEBENTURES

“**RESOLVED THAT** pursuant to Section 71 of the Companies Act, 2013, Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014 and other applicable regulations, the Company do and hereby be authorised constitute a trust for the purpose of issue of the Debentures.”

“**RESOLVED THAT** the consent of the Board be and is hereby accorded to appoint **Axis Trustee Services Limited (“Debenture Trustee”)** having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandhurang Budhkar Marg, Worli Mumbai - 400025 as the Debenture Trustee, for the benefit of the Identified Investors, in connection with the Debentures.”

“**RESOLVED FURTHER THAT** the Authorised Signatories, be and are hereby severally authorised and empowered to do all such acts, things and deeds as may be necessary in this regard including but not limited to negotiating, finalizing, executing the engagement letter, Debenture Documents including the Debenture Trustee Agreement, Debenture Trust Deed.”

“**RESOLVED FURTHER THAT** any director and/or company secretary of the Company be and are hereby severally authorized to give copies of this resolution, certified as true, to the to the Debenture Trustee or their advisors or to any persons concerned for their information and records and be requested to act upon the same.”

For DBL Borgaon Watambare Highways Private Limited



Suranjan Barik
Company Secretary
Membership No. 36495
F-305, Amrapali Princely,
Sector-76, Noida- 201301
Place: Noida
Date: 14/02/2022

Regd. Office: Plot No.5, Inside Govind Narayan Singh Gate, Chuna Bhatti Kolar Road, Bhopal – 462016 (M.P.),
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(CIN No.: U45203MP2018PTC045516)

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXTRA-ORDINARY GENERAL MEETING OF THE MEMBERS OF DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED HELD AT A SHORTER NOTICE ON FRIDAY FEBRUARY 04, 2022 AT 11:00 A.M. (IST) AT UNIT NO. 1901, 19TH FLOOR, TOWER B, WORLD TRADE TOWER, PLOT NO. C-1, SECTOR 16, NOIDA UTTAR PRADESH 201301

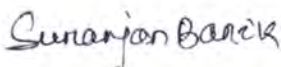
TO CONSIDER AND APPROVE THE INCREASE IN BORROWING LIMITS UNDER SECTION 180(1)(C) OF THE COMPANIES ACT, 2013

“RESOLVED THAT in supersession of all the earlier resolutions passed in this regard and pursuant to the provisions of Section 180(1)(c) and all other applicable provisions, if any, of the Companies Act, 2013, read along with applicable rules and regulations framed thereunder, including any statutory modification(s) or amendment(s) thereto or re-enactment(s) thereof, for the time being in force and in terms of the memorandum and articles of association of the Company, the approval of members of the Company be and is hereby accorded to the Company to borrow from time to time any sum of moneys from any one or more persons, firms, body corporates, bankers, financial institutions, mutual funds, or from others or from any other source in India or outside India by way of loans, debentures, guarantees, bonds, deposits or otherwise and whether secured by way of mortgage, charge, hypothecation or lien or pledge on the Company’s assets and properties or otherwise, notwithstanding that the sum or sums of money so borrowed together with monies, if any, already borrowed by the Company (apart from the temporary loans obtained from the Company’s bankers in the ordinary course of business) may exceed at any time, the aggregate of the paid up capital, free reserves and securities premium of the Company and provided that the total amount up to which the monies may be borrowed (together with any outstanding liabilities of the Company) shall not exceed in the aggregate INR 1000,00,00,000/- (Indian Rupees One Thousand Crore only), at any point of time on account of the outstanding principal amounts owed by the Company.

RESOLVED FURTHER THAT the Board of Directors of the Company be and are hereby authorized to do all such acts, deeds and things as may be necessary and take all steps which are incidental and ancillary in this connection.

RESOLVED FURTHER THAT any Director and/or Company Secretary of the Company be and is hereby severally authorized to (i) file necessary forms with the Registrar of Companies (ii) issue certified copy of this resolution to the concerned authorities, as and when required.”

For DBL Borgaon Watambare Highways Private Limited



Suranjan Barik
Company Secretary
Membership No. 36495
F-305, Amrapali Princely,
Sector-76, Noida- 201301
Place: Noida
Date: 04/02/2022

Regd. Office: Plot No.5, Inside Govind Narayan Singh Gate, Chuna Bhatti Kolar Road, Bhopal – 462016 (M.P.),
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(CIN No.: U45203MP2018PTC045516)

DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED

EXPLANATORY STATEMENT(S) AS REQUIRED UNDER SECTION 102(1) OF THE COMPANIES ACT, 2013 FOR SPECIAL BUSINESSES SET OUT IN THE NOTICE

TO CONSIDER AND APPROVE THE INCREASE IN BORROWING LIMITS UNDER SECTION 180(1)(C) OF THE COMPANIES ACT, 2013

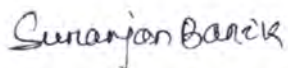
The Company proposes to borrow funds for an amount not exceeding INR 333,89,00,000/- (Indian Rupees Three Hundred and Thirty Three Crores Eight Nine Lakhs only), by way of issue of senior, listed, rated, secured, redeemable, non-convertible debentures (collectively “**Debentures**”) on a private placement basis to the eligible investors as approved by the board and upon such terms and conditions stipulated by them and approved by the Board.

Pursuant to Section 180(1)(c) of the Companies Act, 2013, the Board of Directors can only borrow sums in excess of the aggregate of paid-up capital of the Company, its free reserves and securities premium account with the consent of the members of the Company by way of a special resolution. It is, hence, proposed to approve the maximum borrowing limit of INR 1000,00,00,000 (Indian Rupees One Thousand Crore only).

Accordingly, the consent of the members of the Company is being sought by the Board by way of a special resolution to increase the borrowing limits in order to facilitate borrowing up to INR 1000,00,00,000 (Indian Rupees One Thousand Crore only).

None of the Directors and KMP of the Company, or their relatives, are in any way, concerned or interested, financially or otherwise, in the said resolution.

For DBL Borgaon Watambare Highways Private Limited



Suranjan Barik
Company Secretary
Membership No. 36495
F-305, Amrapali Princely,
Sector-76, Noida- 201301
Place: Noida
Date: 04/02/2022

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Pin Code: - 413308
Ph.:0755-4029999, Fax:0755-4029998 E-mail: compliance@bwhpl.co.in
(CIN No.: U45203MP2018PTC045516)

COMPANY LIMITED BY SHARES

(THE COMPANIES ACT, 2013 AND APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956)

MEMORANDUM OF ASSOCIATION

OF

DBL BORGAON WATAMABRE HIGHWAYS PRIVATE LIMITED

1. The Name of the Company is **DBL BORGAON WATAMBARE HIGHWAYS PRIVATE LIMITED**
2. The Registered Office of the Company will be situated in the state of Madhya Pradesh.
3. The objects for which the company is established are:
 - (a) **The main objects to be pursued by the company on its incorporation are:**

To undertake the project of "Four laning of Sangli-Solapur(Package-II: Borgaon to Watambare) Section of NH-166 from existing Ch.Km. 219.956 to Ch.272.394 (Design Ch. Km. 224.000 to Km.276.000) of length 52.000 Km in the State of Maharashtra on Hybrid Annuity Mode"

(b) The objects incidental or ancillary to the attainment of the main objects of the company are:

1. To enter into any arrangements or contracts with any government or authorities (supreme, municipal or otherwise) or any corporation, companies or persons that may seem to the attainment of the company's objectives or any of them, to acts as special purpose vehicles for execution of contracts implementations of the projects undertaken by its company and to obtain from such government, authority, corporation, company or person any charters, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise, dispose of, turn to account and comply with any such arrangements, charters, decrees, rights, privileges and concessions.
2. To acquire, build, make construct, equip, maintain, improve, alter and work factories, building, roads, watercourses and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interest and contribute, to subsidies or otherwise assist or take part in the construction, Improvement, maintenance, management, or control thereof.
3. To improve manage, cultivate, develop, exchange, let on lease, hire, mortgage, sell, dispose of, turn to account, grant rights and privileges in respect of or otherwise deal with all or any part of the properties and rights of the Company on such terms as the Company shall determine.
4. To receive money, securities or valuables or deposits on interest or otherwise from persons having dealing with the company, however it shall not carry the business of Banking as defined under the Banking Regulation Act, 1949.
5. To enter into partnership or joint venture or for sharing profits or mobilizing contract, sub contract arrangements.
6. To refine, manipulate, repair, alter, exchange, purchase, sell, export, import, deal or let hire in all kinds of goods, commodities, substances, works, plants, machinery's, appliances, tools and implements and other articles, chattels and things which may be necessary or advantageous to the Company in



connection with its objects.

7. To establish branches, offices and agencies, depots in India and or elsewhere, to procure the registration or recognition and to regulate their working and discontinuance thereof.

8. To sell, improve, alter, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the business, lands, property, assets, rights and generally the resources and undertaking of the Company in whole or in part in such manner and on such terms as the Directors may think fit.

9. To invest and deal with the moneys of the Company, not immediately required, in or upon such investment (other than shares in the Company) and in such manner as may from time to time be determined.

10. To receive moneys for financing the business of the Company, subject to the provisions of Companies (Deposits) Rules, 2014 and relevant sections of the Companies Act, 2013 and to the directives of Reserve Bank of India, or deposit or on loan, upon such terms as may be thought fit, provided, however, that the Company shall not do any Banking business as defined under the Banking Regulation Act, 1949.

11. To give any guarantee in relation to the payments of any debentures, bonds, obligations or any securities and to guarantee the payment of interest thereon or of dividends on any stocks or shares in any Company and generally to guarantee or become sureties for the performance of any contracts, debts or obligations or any persons, firms, authority or Company connected with the Company's business.

12. To borrow, raise or secure the payment of money for the purposes of the Company in such manner as the Company shall think fit and in particular by the issue of the debenture or debenture stock, perpetual or otherwise charge upon all or any of the Company's property, both present and future including its uncalled capital and to purchase, redeem or pay of such securities and to mortgage, pledge or change the undertaking and all or any of the real and personal property present and future.

13. To draw, make, accept, negotiate, assign, execute and issue and to buy, sell promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments in connection with business of the Company subject to Banking Regulation Act, 1949.

14. To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company as capital or any debentures or other securities of the Company or conduct of its business.

15. To pay all costs, charges, and expenses and to remunerate any persons, firm or company for services rendered or to be rendered for the formation and incorporation of the Company including costs, charges and expenses for negotiations and contracts and arrangements made thereto and in anticipation of formation and incorporation of the Company and charges in connection therewith.

16. To provide for the welfare of the employees and ex-employees of the Company and the wives, widows and families of such person by building or by contributing to the building of houses, or chawls, by grant of monies, pensions, allowances, bonus, gratuities, compensation of funds and providing or contributing towards schools, place of instruction and other reliefs and other assistance as the Company shall think fit and to form, subscribe and contribute to or otherwise aid benevolent, charitable, educational, medical, social, scientific, national, humanitarian and other institutions or objects.

17. To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding up, but so that no distribution amounting to a reduction of Capital be made except with the sanction, if any for the time being required by the law.



18. To compensate for the loss of office of any Managing Director or other officers of the Company within the limitations prescribed under the Companies Act, 2013 or other statute or rule having the force of law and to make payments to any other persons whose office of employment or duties may be determined by virtue of any transaction in which the company is engaged.

19. To agree to refer to arbitration any dispute, present or future, between the Company and any other Company, firm, or individual and to submit the same to arbitration in India or abroad whether in accordance with Indian or any foreign system of law.

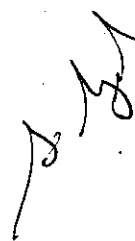
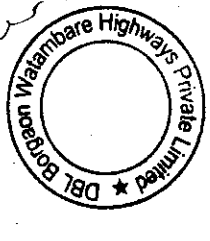
20. To lend monies on property or on mortgages of immovable or on hypothecation or pledge of movable property or without securities to such persons and on such terms as may deem necessary or otherwise desirable and In particular to customer or any other persons having dealings with the Company but not amounting to Banking business as defined under the Banking Regulation Act, 1949,

21. To sell, dispose of the whole or in part of the Company's assets, rights and other properties or any of the Company's undertakings.

22. To do all or any of the above things either as principals, agents, trustees, contractors or otherwise and either by or through agents, sub-contractors, trustee, or otherwise and either alone or in conjunction with others and to do all such things as are incidental or conducive to the attainment of the above objects.

4. The liability of the members are limited.

5. ¹ The Authorised Share Capital of the Company is Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) divided into 2,50,000 (Two Lakh Fifty Thousand only) equity shares of Rs. 10/- (Rupees Ten only).

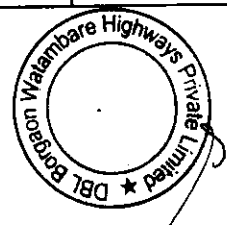



¹ Authorized Share Capital increased by Ordinary Resolution passed in the Extra-Ordinary General Meeting of the Company held on 04th February, 2019

S.No.	Subscriber Details					
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken		DSC	Dated
1	Dilip Buildcon Limited CINNO. L45201MP2006PLC018689 Address: :- Plot No. 5 , Inside Govind Narayan Singh gate, Chuna Bhatti, Kolar Road, Bhopal-(M.P)- 462016, Occupation :- Business Authorized representative :- Shri Dilip Suryavanshi, S/o Late shri Shiv Narayan Suryavanshi, the Chairman & Managing Director having DIN 00039944, R/o:- E-5/90, Arera Colony, Bhopal (M.P)- 462016	ANRPS2215H	49900	Equity	DILIP SURYA AVAN SHI <small>Digitally signed by DILIP SURYAVANSHI Date: 2018.04.09 15:21:40 +05'30'</small>	09/04/18
2	Seema Suryavanshi, W/o Shri Dilip Suryavanshi, (act as nominee subscriber on behalf of Dilip Buildcon Limited) Add:- E-5/5, Arera Colony, Bhopal (M.P)- 462016, Occupation :-Business	00039946	50	Equity	SEEMA SURYA VANSHI <small>Digitally signed by SEEMA SURYAVANSHI Date: 2018.04.09 15:21:40 +05'30'</small>	09/04/18
3	Devendra Jain, S/o Shri Rajmal Jain, (act as nominee subscriber on behalf of Dilip Buildcon Limited) Add :- H. No. 15, Paras Majestic , Gulmohar, E-8, Bhopal (M.P) Occupation :- Business	02374610	50	Equity	DEVE NDRA JAIN <small>Digitally signed by DEVENDRA JAIN Date: 2018.04.09 15:22:09 +05'30'</small>	09/04/18
Total Shares taken			50,000.00	Equity		

Signed before Me

Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated
FCS PIYUSH BINDAL	Add :- Piyush Bindal & Associates, S-12, IInd Floor, Gurukripa Plaza, Zone-II, M.P. Nagar, Bhopal (M.P) Occupation :- Professional (Practicing Company Secretary)	6749	PIYU SH BIND AL <small>Digitally signed by PIYUSH BINDAL Date: 2018.04.09 17:40:35 +05'30'</small>	09/04/18



**(These new set of Restated Article of Association were altered by Special Resolution with effect from
November 03, 2021)**

THE COMPANIES ACT, 2013

(A COMPANY LIMITED BY SHARES)

ARTICLE OF ASSOCIATION

OF

DBL BORGAON WATAMABRE HIGHWAYS PRIVATE LIMITED

PART-A

Interpretation

I. The regulations contained in Table F of the First Schedule to the Companies Act, 2013, shall not apply to this Company except in so far as the same are embodied in these Articles. The regulations for the management of the Company, and for the observance of the Members of the Company and their representatives shall, subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of, or addition thereto, by Special Resolution, as prescribed by the Companies Act, 2013 be such as are contained in these Articles.

(1) In these regulations --

(a) "the Act" means the Companies Act, 2013,

(b) "the seal" means the common seal of the company.

(c) "Private Company" means a company minimum paid -up Share Capital as may be prescribed, and which by its articles,—

(i) restricts the right to transfer its shares;

(ii) except in case of One Person Company, limits the number of its members to two hundred:

Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member:

Provided further that—

(A) persons who are in the employment of the company; and

(B) persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased, shall not be included in the number of members; and

(iii) prohibits any invitation to the public to subscribe for any securities of the company;

(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

Share capital and variation of rights

II. 1. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

2. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, --

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery

to all such holders

3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.

4. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

5 (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

Lien

9. (i) The company shall have a first and paramount lien --

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

10. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made --

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time

being of the share or the person entitled thereto by reason of his death or insolvency.

11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof

(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on shares

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board --

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of shares

19. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

(iii) No Transfer of shares of the company held by the shareholder, Dilip Buildcon Limited shall be permitted without the prior written consent of debenture holders.

(iv) Any transfer in violation of Article 19 (iii) shall not be registered by the Company.

(v) The Shareholders shall not create any Encumbrance, assign, Transfer or otherwise dispose off the Equity Securities or any other securities of the Company or Seller Loans that are held by them, and shall not in any way effect or accept any proposal involving, directly or indirectly, a change in ownership, Control or management of the Company, without prior written consent of Cube Highways and Infrastructure III Pte. Ltd., other than for creating any Permitted Encumbrances, as determined under the Share Purchase Agreement dated 31 August 2019 executed between the Company, Dilip Buildcon Limited and Cube Highways and Infrastructure III Pte. Ltd., read with the First Amendment to the Share Purchase Agreement dated 30 October 2021 executed between the Company, Dilip Buildcon Limited and Cube Highways and Infrastructure III Pte. Ltd., (as amended from time to time) (collectively, **Share Purchase Agreement**).

(v) Transfer (including the terms "Transferred" and "Transferability") for the purpose of this Article 19 means to directly or indirectly, transfer, sell, assign in any manner, place in trust (voting or otherwise), exchange, gift or transfer by operation of law or in any other way, create any Encumbrance or dispose of, whether or not voluntarily.

20. The Board may, subject to the right of appeal conferred by section 58 decline to register --

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the company has a lien.

21. The Board may decline to recognise any instrument of transfer unless --

(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

22A. Pursuant to the option agreement dated 30 October 2021 (**Option Agreement**) executed between Dilip Buildcon Limited (**Parent**) and Cube Highways and Infrastructure III Pte. Ltd. (**Investor**, which shall include its assigns, transferees, novatees etc.) and the debenture subscription agreement dated 30 October 2021 executed between the Company and the Investor (both as amended from time to time) in relation to, inter alia, the issuance of optionally convertible debentures by the Company (**Debentures**), the Parent has agreed to provide to the Investor an irrevocable put option and to be entitled to a call option, with respect to the Debentures and equity shares of the Company, at a purchase consideration and on terms as specified in the Option Agreement. The terms of these documents are confirmed and acknowledged by the Company and the Company shall not act in a manner inconsistent with or in breach of the terms therein.

22B. Reserved Matters

No obligation of the Company shall be entered into, no decision shall be made, and no action shall be taken, unless such obligation, decision or action, as the case may be, is taken with the prior written approval of the Debenture Holders in relation to the matters enumerated herein below:

(i) Amending, supplementing, restating or modifying the constitutional documents of the Company;

(ii) Effecting any change in the authorized, issued, subscribed or paid up Equity Securities of the Company; or reorganization of the share capital of the Company, including new issuance of Shares or other Equity Securities of the Company; any sale or Transfer of Equity Securities of the Company; or redemption, conversion, retirement, repurchase or buy-back of any Shares or other Equity Securities, share splits, issuance of bonuses, issuance of debentures or warrants (whether convertible or otherwise), or grant of any options over its Company Shares by the Company, restructuring and reduction of capital, any reclassification or creation of new class or series, change in the preferences, privileges or rights of any Shares or other Equity Securities of the Company, except as may be required under the Financing Agreements.

(iii) Declaring or paying dividends or other distributions on any class of Equity Securities of the Company.

(iv) Refinancing, renegotiating, or amending the terms of any of the loans, borrowings, or any other indebtedness taken on by the Company, including for the avoidance of doubt loans under the Financing Agreements.

(v) Incurring, issuing or assuming by the Company any form of indebtedness or any amendments, waivers, modifications or extensions of any indebtedness or providing any guarantee or creating any form of security interests or encumbrances on the assets of the Company, which is in excess of the amount as agreed in the Base Case Plan.

(vi) Entering into any agreement, arrangement, transaction or assignment in relation to the Company with an aggregate value of more than INR 50,00,000 (Rupees Fifty Lakh only) in any financial year (whether individually or in

aggregate).

(vii) Dissolution, winding-up or liquidation of the Company, whether or not voluntary, or any restructuring or reorganization that has a similar effect.

(viii) Appointment or removal, or determination of the terms of employment (including compensation) of any KMPs, Project Head, O&M Head of the Company or any significant changes in the terms of their employment agreements, or entering into, terminating, amending, novating or modifying any material contract or any waiver thereunder, with any KMP, Project Head, O&M Head of the Company.

(ix) Designation of any employee as a KMP of the Company as understood under the Companies Act.

(x) Commencing, prosecuting or settling any legal action or claim (or series of related legal actions or claims) where the amount involved exceeds INR 50,00,000 (Rupees Fifty Lakh only), in any Financial Year, except for the claims of the EPC Contractor, payable to the EPC Contractor pursuant to its receipt from NHAI.

(xi) Entering into, modification or termination of any transaction with a Related Party.

(xii) Redemption or conversion of any debentures or any loans or other amounts outstanding (including accrued interest) other than the Senior Debt.

(xiii) Undertaking any investments by the Company in other entities, create or set up joint ventures, subsidiaries or acquire any company or business and enter into any strategic, financial or alliance with a third party.

(xiv) Initiating discussions, effecting or accepting any proposal involving, directly or indirectly, a change in ownership, Control or management of the Company.

(xv) Making/incurred any operational expenditure in excess of operational budget as agreed in the Base Case Plan.

(xvi) Entering into any Material Contracts or termination, novation and/ or amendment of any of the Material Contracts or replacing any counter-party thereunder.

(xvii) Making /incurring any capital expenditure in excess of the amounts as agreed in the Base Case Plan.

(xviii) Approving Base Case Business Plan and/ or any amendment, revision or deviations from the approved the Base Case Business Plan.

(xix) Undertaking any sale, Transfer, lease, license, assignment, mortgage, Encumbrance, pledge, hypothecation, grant of security interest in, exchange or other disposition of any assets/ property of the Company, other than in accordance with the Financing Agreements or as agreed under the Base Case Plan.

(xx) Appointment or dismissal of an Independent Director.

(xxi) Delegating authority or any of the powers of the Board to any person or committee, including the NRC, OMC and the Audit Committee and determining or amending the terms of reference of any such committee and the constitution / membership of such committee.

(xxii) Finalization and appointment of the O&M Contractor and execution of the O&M Contract.

(xxiii) Changing or granting any signing authorisation to any individual for the operation of the bank account(s) of the Company, provided that such individual shall at all times be a nominee of the Debenture Holders.

(xxiv) Making or changing any Tax election (resulting from change in accounting treatment/ policy by the Company), settlement or compromise of any proceedings with respect to any Tax claim or assessment relating to the Company, surrendering any right to claim a refund of Taxes, consenting to any extension or waiver of limitation period applicable to any Tax claim or assessment relating to the Company, filing any amended Tax returns or incurring any liability for Tax.

(xxv) Appoint/ remove or change the terms of appointment of the internal/ statutory auditors.

(xxvi) Repay or pay any interest, fees or any other payments, in whole or part, in any manner or form whatsoever to the Parent in relation to the Seller Loans, other than as expressly permitted under the Debenture Subscription Agreement dated 30 October 2021 executed between the Company, Dilip Buildcon Limited and Cube Highways and Infrastructure III Pte. Ltd.

(xxvii) Any agreement or commitment to give effect to any of the foregoing.

22C. Until the First Closing Date, as determined by the Share Purchase Agreement, the Company shall:

(i) carry on the business of the Company in the Ordinary Course of Business and in compliance with the Concession Agreement and Applicable Law;

(ii) after the subscription of OCD I by the Purchaser, and in case no director is nominated by the Purchaser on the Board, allow observer(s) appointed by the Purchaser in its sole discretion (**Observer(s)**) to attend all meetings of the Board, committees of the Board, and the shareholders of the Company, observe and monitor day-to-day activities of the Company, including observing finance and accounts and operations and maintenance of the Project. The Observer(s) shall be entitled to receive all information and details (including but not limited to the agenda for any meetings of the Board or shareholders) circulated to the members of the Board, committees or the shareholders, simultaneously with such circulation or provision to the members of the Board, committees or the shareholders (as the case may be) and all information and details related to finance and accounts and operation and maintenance of the Project as the Observer may reasonably request. The presence of the Observer(s) shall not be required to form a quorum for a meeting of the Board, committees or the shareholders (as the case may be);

(iii) after the subscription of OCD I by the Purchaser, appoint a director nominated by the Purchaser (in its sole discretion) on the Board and such nominee director shall be entitled to attend and vote on all meetings of the Board, committees of the Board, and the shareholders of the Company (in his capacity as the representative of the Purchaser), observe and monitor day-to-day activities of the Company, including observing finance and accounts and

operations and maintenance of the Project. The nominee director shall be entitled to receive all information and details (including but not limited to the agenda for any meetings of the Board or shareholders) circulated to the members of the Board, committees or the shareholders, simultaneously with such circulation or provision to the members of the Board, committees or the shareholders (as the case may be) and all information and details related to finance and accounts and operation and maintenance of the Project as the nominee director may reasonably request;

(iv) take all actions necessary (including exercising their votes at any annual or extraordinary general meeting of the members of the Company) to give effect to the transactions contemplated under the Share Purchase Agreement and all Transaction Documents;

(v) make all payments that are due and payable by the Company in the Ordinary Course of Business and in terms of the Project Agreements;

(vi) neither, directly or indirectly, solicit, initiate, encourage, or engage in discussions or negotiations with any third party with respect to the sale or Transfer of any of the Equity Securities of the Company or Assets or rights over the Project, or for the grant of any management rights in the Company or relating to any Assets of the Company; and

(vii) comply with the terms of the Transaction Documents, as applicable.

Further, the Company does not, undertake any action in relation to any of the following matters, without the prior written consent of the Purchaser:

(viii) amend or modify the Constitutional Documents, other than as expressly specified in the Transaction Documents or the Financing Agreements;

(ix) issue or agree to issue any Equity Securities of the Company or any other forms of instruments/loans/non-convertible debentures (except Indebtedness in favor of Senior Debt subject to a maximum amount as per agreed Base Case Plan) to any Person other than to the shareholder, Dilip Buildcon Limited;

(x) in case OCD I are subscribed by the Purchaser, prepay or repay any Indebtedness of the Company prior to the scheduled/stated maturity of such Indebtedness; and in case OCD I are not subscribed by the Purchaser, prepay or repay any Indebtedness of the Company prior to the scheduled/stated maturity of such Indebtedness anytime after receipt of the Provisional Certificate by the Company;

(xi) incur any Indebtedness other than from the Senior Lenders pursuant to the Financing Agreements, subject to the maximum amount as agreed in the Base Case Plan;

(xii) refinance any Indebtedness availed by the Company from Senior Lenders, anytime after receipt of the Provisional Certificate by the Company;

(xiii) redeem or convert the debentures or any loans or other amounts outstanding (including accrued interest) from the shareholder, Dilip Buildcon Limited, except as expressly provided under the Share Purchase Agreement;

(xiv) advance or pay any commissions, loans or interests or any other payments to the shareholders of the Company, Directors, managers or other persons for furnishing guarantees, counter-guarantees, pledge or indemnities or for undertaking any other liability in connection with any other obligation undertaken for or by the Company, except as otherwise provided in the Base Case Plan;

(xv) undertake or allow any merger, acquisition, demerger, sale or split of the Company, spin off, reduction of share capital, amalgamation or any other kind of restructuring of the Company;

(xvi) undertake any investments by the Company in other entities, create or set up joint ventures, subsidiaries or acquire any company or business and enter into any strategic, financial or alliance with a third party;

(xvii) commence, initiate, settle or enter into arrangement for settlement of or withdraw any Litigation or any other proceedings before any court, tribunal, authority or any other Government Authority in excess of INR 5,00,00,000 (Rupees Five Crore only), except for any claims raised by the Company against the Authority under the Concession Agreement;

(xviii) make a general assignment for the benefit of the any creditors of the Company or admit in writing, the Company's inability to pay its debts;

(xix) undertake any sale or Transfer of, or create any Encumbrance on, any Asset/ property of the Company of more than INR 1,00,00,000 (Rupees One Crore only), other than the Permitted Encumbrances;

(xx) declare, set aside, or pay any dividends or make any other distributions on any part of the share capital of the Company;

(xxi) make or change any Tax election (unless resulting from a change in accounting treatment/ policy as required by Applicable Law), settle or compromise any proceeding with respect to any Tax Claim or assessment relating to the Company, surrender any right to Claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax Claim or assessment relating to the Company, or incurring any liability for Taxes other than in the Ordinary Course of Business;

(xxii) enter into, terminate, novate or amend any of the Material Contracts (other than Financing Agreements or any other agreement executed with the Senior Lenders pursuant to the Financing Agreements) or replace any counterparty thereunder, including specifically issuing a termination notice under the Concession Agreement or taking any action for termination of any right under the Concession Agreement; and/ or

(xxiii) liquidate, wind up or dissolve the Company or commence any proceedings in relation to any of the foregoing; and

(xxiv) enter into or agree to enter into any agreement or arrangement to undertake any of the above.

Terms in this article shall have the meaning ascribed to it in the Share Purchase Agreement.

22D. Compliance with Debenture Trust Deed

The Purchaser may at its option and on terms that are mutually agreed between the Parties in the Debenture Documents, subscribe to OCD I issued by the Company during the Construction Period. The Parties acknowledge that the Debenture Documents may incorporate provisions that are applicable on and from the subscription of the first tranche of OCD I by the Purchaser, which provides the Purchaser (in its capacity as the Debenture Holder) certain additional governance related rights, including the right to appoint a nominee director on the Board and consent rights on certain actions of the Company. The Seller undertakes to ensure that the Company complies with, and the Company shall comply with, the terms that have been agreed under the Debenture Documents.

Terms in this article shall have the meaning ascribed to it in the Share Purchase Agreement.

22E. Information Rights

(1) The Company shall provide to Cube Highways and Infrastructure III Pte. Ltd., the following information in an expeditious manner within the timelines specified herein or where no timelines have been specified, then as soon as reasonably practicable:

(a) The following financial statements of the Company duly signed by a director or chief financial officer of the Company as giving a true and fair view of its financial condition and operations as at the end of and for the period in relation to which those financial statements (as mentioned below) were drawn up:

(i) the audited annual financial statements of the Company as soon they become available, but in any event within 180 (one hundred and eighty) days after the end of each financial year;

(ii) the limited review semi-annual financial statements of the Company as soon they become available, but in any event within 90 (ninety) days from the end of each financial half-year; and

(iii) the Management Accounts of the Company as soon they become available, but in any event within 60 (sixty) days from each Quarter End Date;

(b) Minutes of each Board meeting (and committees thereof), and Shareholders' meetings within 15 (fifteen) days from the date of the relevant meeting;

(c) The details of any disputes, claims, litigation, arbitration, investigative or administrative proceedings, breach of any Environmental or Social Laws or Relevant Labour Laws or any labour disputes which are current, threatened in writing or pending against the Company within a reasonable period of time upon becoming aware of the same;

(d) Notice and details of any application for winding up having been made or any statutory notice of winding up having been received by or served on the Company under Applicable Law or if a receiver or a resolution professional is appointed of any of their properties or business or undertaking or any filing or proceeding or action initiated under the Insolvency and Bankruptcy Code, 2016 against the Company, promptly upon such application being made or such receiver being appointed or such filing or proceeding being initiated;

(e) Details of any application for winding up having been made under Applicable Law which has been admitted by the appropriate court, or if a receiver or a resolution professional is appointed on any of their properties or business or undertaking, or any insolvency application or proceeding initiated under the Insolvency and Bankruptcy Code, 2016 against the Seller which has been admitted by appropriate tribunal, promptly upon such application or proceedings being admitted or receiver being appointed;

(f) Notice and details of any application for winding up or insolvency having been made or any statutory notice of winding up or insolvency having been received by or served on the Seller under Applicable Law, including the Insolvency and Bankruptcy Code, 2016, on a financial quarter basis, before the end of each financial quarter;

(g) Regular progress report on the Project relating to the Construction Activities and copies of all reports issued by the Independent Engineer in this regard, as and when received by the Company;

(h) Notice of any event, circumstance or condition constituting, or which the Company either believes, has claimed or will claim to constitute a "Change in Law" under the Concession Agreement;

(i) Notice of any fact or circumstance that has occurred or exists that renders any of the Conditions Precedent as incapable of being fulfilled within the time period specified in the Share Purchase Agreement;

(j) Any communication or notice received from the Authority for inspection or review of operations of the Company, in relation to any specific activity of the Company (other than any routine inspections contemplated under the Concession Agreement or relating to receipt by the Company of any amounts from the Authority pursuant to terms of the Concession Agreement or any delays in payments of such amounts);

(k) All information, reports, notices, etc., being provided to the Authority by the Company pursuant to the Concession Agreement, which are material in nature or relate to the Project or otherwise may affect the rights of the Purchaser;

(l) Notice of any deductions or appropriations by the Authority from the Performance Security (as defined in the Concession Agreement) furnished by the Company in accordance with the Concession Agreement, or any other communications from the Authority in respect of the same;

(m) If, the Company, or the Seller become aware of any delay or potential delay in completion of the Project by the Scheduled Completion Date then immediately notify the Purchaser of that fact in writing and provide all information in its possession in relation to such event to the Purchaser;

(n) Any communication or notice received from or proposed to be sent to the Authority in relation to any Change of

Scope;

(o) Any communication or notice of any claims received by the Company from the EPC Contractor pursuant to the EPC Contract; and any communication or notice of any claims raised by the Company against the Authority under the Concession Agreement;

(p) Notice of entering into any Material Contract or any default, a force majeure event, dispute, termination or suspension that has occurred under any Material Contract or a notice in this respect has been received under any Material Contract;

(q) Quarterly updates on the status of the Outstanding Claims, along with the Management Accounts;

(r) All correspondences (including any notice) between the Company and/or the Seller and any of the: (i) Independent Engineer, or Senior Lenders or other parties to the Financing Agreements; (ii) any correspondence from a Taxation Authority or other material notice received or correspondence received from a Government Authority; and

(s) All such other information as the Purchaser may reasonably request, including in relation to the day to day activities of the Company, within 7 (seven) days of such request.

(2) The Company shall provide Cube Highways and Infrastructure III Pte. Ltd., and its authorised representatives: (a) with access to the books, records and documents of the Company and permit site visits of the Project, at not more than 2 (two) occasions in a calendar month, upon reasonable prior notice and during normal business hours, to conduct the Due Diligence; and (b) with access to discuss the affairs, finances and accounts of the Company with, and be advised as to the same, by the identified officers of the Company.

(3) The Company shall cause the employees of the Company to undergo training for compliance with Anti-Corruption Laws, as and when required by Cube Highways and Infrastructure III Pte. Ltd.

(4) Terms in this article shall have the meaning ascribed to it in the Share Purchase Agreement.

Transmission of shares

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares

(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either --

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

Forfeiture of shares

27. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

28. The notice aforesaid shall --

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

30. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

31. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

32. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

(iii) The transferee shall thereupon be registered as the holder of the share; and

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

33. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Alteration of capital

34. The authorized capital of the Company shall be as per Clause V of the Memorandum of the Company. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

35. Subject to the provisions of section 61, the company may, by ordinary resolution, --

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

- (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

36. Where shares are converted into stock, --

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

37. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --

- (a) its share capital;
- (b) any capital redemption reserve account; or
- (c) any share premium account.

Capitalization of profits

38. (i) The company in general meeting may, upon the recommendation of the Board, resolve --

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards --

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);

(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

39. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall -

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power --

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

40. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

General meetings

41. All general meetings other than annual general meeting shall be called extraordinary general meeting.

42. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

43. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

44. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

45. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

46. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

Adjournment of meeting

47. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares, --

(a) on a show of hands, every member present in person shall have one vote; and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only

once.

50. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

51. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

52. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid

54. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

56. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105

57. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:
Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

58. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

The following are the first Directors of the Company :

1 Mrs. Seema Suryavanshi- 00039946

2 Mr. Javed Khan- 08099239

Number of Directors :-

The Company shall have minimum two Directors and may increase the Directors up to maximum 15 Directors.
Provided that a Company may appoint more than 15 Directors after passing a Special Resolution in the general meeting.

Power to appoint additional Director -

The Board of Directors shall have powers to appoint any person, other than a person who fails to get appointed as a Director in a general meeting, as an additional Director at any time who shall hold office up to the date of the next annual general meeting or the last date on which the annual general meeting should have been held, whichever is

earlier.

Provided that the number of directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board of Directors by the Articles.

Power to appoint alternate Director-

The Board of Directors of the Company may, appoint a person, not being a person holding any alternate directorship for any other Director in the Company, to act as an alternate Director for a Director during his absence for a period of not less than three months from India.

Provided that no person shall be appointed as an alternate Director for an independent Director unless he is qualified to be appointed as an independent Director under the provisions of the Companies Act, 2013.

Power to appoint nominee Director-

The Board of Directors may appoint any person as a Director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement or by the Central Government or the State Government by virtue of its shareholding in a Government Company.

Power to fill casual vacancy-

If the office of any Director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, in default of be filled by the Board of Directors at a meeting of the Board of Directors.

59. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them --

(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or

(b) in connection with the business of the company.

60. The Board may pay all expenses incurred in getting up and registering the company.

61. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

62. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine

63. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

64. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

Proceedings of the Board

65. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

66. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

67. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

68. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

69. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

70. (i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

71. (i) A committee may meet and adjourn as it thinks fit.

(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

72. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

73. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

74. Subject to the provisions of the Act, --

(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer

75. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

The Seal

76. (i) The Board shall provide for the safe custody of the seal.

(ii) The Seal of the Company shall be affixed to an instrument as may be required for that purposes by the authority of a resolution of the Board of Directors or of a committee of the Board of Directors authorized by it in that behalf, in the presence of at least one Director or Company Secretary if any or such other person as may be authorized and such person shall sign every instrument to which the Seal of the Company is so affixed in his presence.

The share certificate shall be issued under the Common Seal of the Company and shall be signed by two Directors or by a Director and the Company Secretary, wherever the Company has appointed a Company Secretary.

Dividends and Reserve

77. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

78. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

79. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve

80. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

81. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

82. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

83. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

84. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

85. No dividend shall bear interest against the company.

Accounts

86. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the

inspection of members not being directors.

(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

Winding up

87. Subject to the provisions of Chapter XX of the Act and rules made thereunder --

(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

88. Subject to the prior rights of the Lenders for the repayment of the credit facilities extended by the them, every officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

Others

89. FURTHER ISSUE OF SHARES

(1) Powers to issue further Shares by way of right Shares to the existing Members

1.1 Where at any time the Company proposes to increase its Subscribed Capital by the issue of further Shares then such further Shares shall be offered:

(a) to the persons who, at the date of the offer, are holders of the equity Shares of the Company, in proportion, as nearly as circumstances admit, to the Paid-up Share Capital by sending a letter of offer subject to the following conditions, namely:

(i) The offer aforesaid shall be made by a notice specifying the number of Shares offered and limiting a time not being less than 15 days and not exceeding 30 days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;

(ii) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the Shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (b) shall contain a statement of this right;

(iii) After the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the Shares offered, the Board of Directors may dispose of them in such manner which is not disadvantageous to the shareholders of the Company.

(b) to employees under a scheme of employees' stock option, subject to Special Resolution passed by the Company and subject to the Rules and such other conditions, as may be prescribed under applicable law; or

(c) to any persons, if it is authorised by a Special Resolution, whether or not those persons include the persons referred to in clause (i) or clause (ii) above, either for cash or for a consideration other than cash, if the price of such Shares is determined by the valuation report of a registered valuer subject to the Rules.

(d) A rights issue/offer shall be deemed to include a right exercisable by the person concerned to renounce the Shares offered to him or any of them in favour of any other person; and the notice referred to shall contain a statement of this right.

1.2 The notice referred to in clause (i) of sub-Article (a) of Article 1.1 shall be dispatched through registered post or speed post or through electronic mode to all the existing shareholders of the Company at least three days before the opening of the issue.

1.3 Nothing in Articles 1.1 and 1.2 shall apply to the increase of the Subscribed Capital of a Company caused by the exercise of an option as a term attached to the Debentures issued or loan raised by the Company to convert such Debentures or loans into Shares in the Company:

Provided that the terms of issue of such debentures or loan containing such an option have been approved before the issue of such debentures or the raising of loan by a Special Resolution passed by the Company in a general meeting.

Shares at the Disposal of the Directors

2. Subject to the provisions of Section 62 of the Companies Act, 2013 and these Articles, the Shares in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such person, in such proportion and on such terms and conditions and either at a premium or at par (subject to the compliance with the provisions of Section 53 of the Companies Act, 2013) and at such time as they may from time to time think fit and with sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any Shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot Shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any Shares which may so be allotted may be issued as fully paid-up Shares and if so issued, shall be deemed to be fully paid Shares. Provided that option or right to call of Shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

Sub-division/Consolidation of Shares

2.1 The Company shall permit the shareholders of the Company for sub-division/consolidation of Share certificates.

Shares may be held in dematerialised form

2.2 Company or any shareholder may exercise an option to issue, deal in, hold the securities (including Shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized.

2.3 Company or any shareholder may exercise an option to issue, deal in, hold the securities (including Shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereof, shall be governed by the provisions of the Depositories Act, as amended from time to time or any statutory modification thereto or re-enactment thereof.

Register and Index of Members

2.4 The Company shall cause to be kept a Register and Index of Members in accordance with all applicable provisions of the Companies Act and the Depositories Act, 1996 with details of Shares held in physical and dematerialised forms in any medium as may be permitted by law including in any form of electronic medium. The Company shall be entitled to keep in any State or Country outside India a branch Register of Members Resident in that State or Country.

TERM OF ISSUE OF DEBENTURE

3.1 Any Debentures, Debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into Shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of Shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of Shares shall only be issued with the consent of the Company in the General Meeting accorded by a Special Resolution.

4. POWERS AND DUTIES OF BOARD OF DIRECTORS

4.1 The Directors of the Company shall have all the powers of the Company except so far as they stand restricted or regulated by the provisions of the Companies Act, 2013 or by these Articles.

4.2 Without prejudice to the generality of the powers conferred upon the Directors, whether by the provision of Law for the time being in force, and/or applicability of the Articles of Table 'F' and/or the provision of these presents or otherwise the Board shall be entitled to exercise all such powers and do all such acts, and these things, as the company authorises them to execute or do, but it is hereby expressly

declared that the Board of Directors shall have the following powers:

(a) To purchase or otherwise acquire for the Company any property whether movable or immovable and rights and privileges which the Company is authorised to acquire on such prices and generally on such terms and conditions as they think fit.

(b) At their discretion to pay for any property, rights or privileges acquired by or services rendered to the company either wholly or partially in cash or shares or in bonds or other securities of the Company and such share may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon any such bonds or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(c) To institute, conduct, defend, compound or abandon any legal proceedings by or against the company or its officers or otherwise concerning the affairs of the company and also to compound and allow time for payment or satisfaction of any debts or dues and of any claims or demands by or against the company.

(d) To refer to any claims or demands by or against the Company to arbitration and observe, perform and carry out the awards.

(e) To make and give receipts, release and other discharges for money or property payable or deliverable to the company and for the claims and the demands of the Company.

(f) To open bank accounts of every nature (including overdraft accounts) and to operate the same and to draw, accept endorse, discount, execute and to issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments and to deal with all documents mercantile or otherwise in the ordinary course of business.

(g) To determine who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptance, endorsement, cheques, release, contracts and documents.

(h) From time to time to provide for the management of the affairs of the Company in such manner as they think fit and in particular to appoint any person (s) to be the Attorney or agents of the Company with such powers (including power to sub-delegate) and upon such terms and remuneration as may be thought fit.

(i) Subject to the provisions of the Companies Act, 2013 to invest and deal with any of the moneys of the Company not immediately required for the purposes thereof in such securities (not being shares in this company) and in such manner as they may think fit and from time to time vary or realise such investments.

(j) To borrow or raise, secure the payment of the sum or money for the purpose of the Company in such manner and upon such terms and conditions as they shall think fit by mortgage, pledge, hypothecation or otherwise charged upon all or any of the Company's property both present and future including the uncalled capital and to purchase, redeem or pay off such securities.

(k) To give to any person employed by the company a commission on the profits of any particular business or transaction or a share in the net profits of the company and such payment shall be treated as part of the working expenses of the Company.

(l) To enter into such negotiations and rescind and vary, all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purpose of the Company.

PART-B

Part B of the Articles of Association has been restated with the relevant extract of the Shareholders' Agreement dated 31 August 2019 as Part B vide Special resolution passed in the Extra Ordinary General Meeting dated [•].

Part B of the Articles of Association shall apply from the First Closing Date, as determined by the Share Purchase Agreement dated 31 August 2019 executed between the Company, Dilip Buildcon Limited and Cube Highways and Infrastructure III Pte. Ltd., read with the First Amendment to the Share Purchase Agreement dated 30 October 2021 executed between the Company, Dilip Buildcon Limited and Cube Highways and Infrastructure III Pte. Ltd. (as amended from time to time).

Part A of the Articles of Association shall apply in so far and to the extent they are not contrary to or inconsistent with the provisions of the Part B of the Articles of Association as amended. Notwithstanding anything contained otherwise in the Articles, in the event of any conflict or inconsistency between any provisions of Part B of the Articles and any other articles contained in Part A of the Articles, provisions of Part B shall prevail except for Article 19, Article 22A, Article 22 B, Article 22C, Article 22 D and Article 22 E.

90. Definitions

- (i) Act means the (Indian) Companies Act, 2013, as amended, modified, supplemented or re-enacted from time to time and shall include any applicable provision of the (Indian) Companies Act, 1956 which have not been superseded by the relevant provisions of the (Indian) Companies Act, 2013, as on the relevant date;
- (ii) Affiliate with respect to a Person, (a) who is a natural Person, means (i) any Relative, or (ii) any other entity which is Controlled by that Person or a Relative of that Person; (b) which is not a natural Person, means any other Person, either directly or indirectly through 1 (one) or more intermediate Persons, Controlling, Controlled by, or under common Control with, that Person; and (c) in relation to CHIPL, in addition to the above, the term Affiliate shall include (i) any alternative investment or co-investment fund, entity or company (including without limitation, any investment trust, limited partnership or general partnership) managed by CHIPL or its Affiliates; (ii) any successor investment fund, vehicle or company to CHIPL; (iii) any Person that, directly or indirectly Controls, is Controlled by or under the common Control with any Person referred in (c) (i) and (ii) above;
- (iii) Alternate Director has the meaning given to it in Article 91(iv);
- (iv) Anti-Corruption Laws means any Applicable Laws regulating corruption, money laundering, and bribery in any jurisdiction in which the Company performs business, and to the extent applicable, of the United States of America and of the United Kingdom, including the (Indian) Prevention of Money Laundering Act, 2002, the (Indian) Prevention of Corruption Act, 1988, the Foreign Corrupt Practices Act, 1977, the U.K. Bribery Act of 2010, and if applicable, legislations enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials, in each case as amended, re-enacted or replaced from time to time;
- (v) Applicable Law(s) means any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any Governmental Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of these Articles or at any time thereafter, as are relevant to the Party concerned;
- (vi) Approval means any permit, permission, license, approval, authorization, consent, clearance, waiver, grant, franchise, concession, no objection certificate, exemption, order, registration, declaration, report or notice or other authorization of whatever nature and by whatever name called which is, or is required to be, granted by any Government Authority or any other authority or lender or any third party under any Applicable Law or contract (as may be applicable) in respect of the Company or the Project and/or required for performance of/compliance with any obligation or exercise of any right contained in the Transaction Documents;
- (vii) Audit Committee shall mean the audit committee constituted by the Board as per Article 93(vii)(c);

- (viii) Audited Accounts means the audited balance sheet, audited profit and loss statement and audited cash flow statement of the Company, in each case for the respective Financial Year, together with the report, if any, of the Auditor thereon, the directors' report, and notes, documents or statements to audited accounts, prepared in accordance with the Accounting Standards which are or would be required by Applicable Law to be annexed to such audited accounts;
- (ix) Authority means the National Highways Authority of India, established under the National Highways Authority of India Act, 1988, represented by its chairman and having its principal office at G-5 & 6, Sector 10, Dwarka, New Delhi- 110 075;
- (x) Base Case Plan shall have the meaning given to it in the Share Purchase Agreement;
- (xi) Board means the board of directors of the Company;
- (xii) Business Day means a day (other than a Saturday or Sunday) on which banks are generally open in Bhopal and Singapore for normal banking operations;
- (xiii) CEO means the chief executive officer of the Company;
- (xiv) CFO means the chief financial officer of the Company;
- (xv) Chairman shall have the meaning given in Article 91(ii)(d);
- (xvi) CHIPL means Cube Highways and Infrastructure III Pte Ltd.;
- (xvii) CHIPL Nominees means any Affiliate(s) nominated by CHIPL to acquire the Sale Shares, or any other Affiliate of CHIPL to whom CHIPL Transfers any or all of the Equity Securities held by it in accordance with Article 96(iii). It is clarified that where a Person has been nominated by CHIPL to hold a nominal number of Equity Shares in order to comply with the requirements of the Act with respect to minimum number of shareholders in the Company, then the CHIPL Nominee may include individuals who are in employment of CHIPL or any of its Affiliates;
- (xviii) CHIPL Nominee Director shall have the meaning given in Article 91(ii)(b)(1);
- (xix) CHIPL Shareholder Group shall have the meaning given in Article 96(iii);
- (xx) Concession Agreement shall have the meaning given to it in the Share Purchase Agreement;
- (xxi) Constitutional Documents means the Memorandum and Articles;
- (xxii) Construction Activities has the meaning given to it in the Share Purchase Agreement;
- (xxiii) Control means with respect to a Person, the power to direct or cause the direction of management and policies of such Person, either directly or indirectly, whether through the ownership, either directly or indirectly, of or more than 50% (fifty percent) of the voting securities of such Person, or the power to appoint or remove a majority of the members of the board of directors or equivalent governing body of such Person whether by operation of law, by contract or otherwise. The terms Controlling, Common Control, Controlled by and under Common Control with shall be /construed accordingly;
- (xxiv) DBL means Dilip Buildcon Limited;
- (xxv) DBL Nominee means any Affiliate(s) of DBL holding any of the Sale Shares on behalf of DBL in order to comply with the requirements of the Act with respect to minimum number of shareholders in the Company;
- (xxvi) DBL Nominee Directors shall have the meaning given in Article 91(ii)(b)(2);
- (xxvii) Debentures shall mean collectively OCD I and OCD II;
- (xxviii) Debenture Subscription Agreement means the debenture subscription agreement to be entered into between the Company and CHIPL, in relation to issuance of the Debentures to CHIPL.

- (xxix) Debenture Documents shall have the meaning given to it in the Share Purchase Agreement;
- (xxx) Deed of Adherence shall have the meaning given to it in Article 96(iv);
- (xxxi) Director means a director on the Board, including the CHIPL Nominee Director, the DBL Nominee Directors and the Independent Directors;
- (xxxii) ECGC shall mean Export Credit Guarantee Corporation of India Limited, established by the Government of India under the administrative control of the Ministry of Commerce & Industry, Department of Commerce and Government of India;
- (xxxiii) Encumbrance means any encumbrance including without limitation any claim, charge (fixed or floating), mortgage, pledge, hypothecation, lien, deposit by way of security, bill of sale, option or right of pre-emption, right to acquire, right of first refusal, right of first offer or similar right, assignment by way of security or trust arrangement for the purpose of providing security or other security interest of any kind (including any retention arrangement), beneficial ownership (including usufruct and similar entitlements), public right, common right, wayleave, easement, any provisional or executorial attachment or any other direct interest held by any third party, or any agreement to create any of the foregoing;
- (xxxiv) Environmental or Social Laws means any applicable laws or regulations of India concerning the following, to the extent they are applicable to the Company:
- (a) occupational health and safety;
 - (b) community welfare, and/or land or property rights;
 - (c) the pollution or protection of the environment; or
 - (d) any emission or substance which is capable of causing harm to any living organism or the environment;
- (xxxv) EPC Contract shall have the meaning given to it in the Share Purchase Agreement;
- (xxxvi) EPC Contractor shall have the meaning given to it in the Share Purchase Agreement;
- (xxxvii) Equity Securities means Equity Shares and preference shares, debentures, bonds, warrants, rights, options (including any employee stock option plan/ scheme) or other similar instruments or securities which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase equity shares of such company or any instrument or certificate representing a beneficial ownership/interest in the equity shares of such company, but does not include optionally convertible debentures or optionally convertible debt;
- (xxxviii) Equity Shares or Shares means the fully paid up equity shares of the Company, each having a face value of INR 10 (ten);
- (xxxix) Financial Year means the accounting period of the Company commencing on 1 April of each calendar year and ending on 31 March of the next calendar year;
- (xl) Final COD Certificate shall have meaning given to it in the Share Purchase Agreement;
- (xli) Financing Agreements shall have the meaning given to it in the Share Purchase Agreement;
- (xlii) Fully Diluted Basis means the number of Equity Shares of the Company, calculated as if all Equity Securities then outstanding, which are convertible to, or exercisable or exchangeable for, Equity Shares of the Company had been converted, exercised or exchanged in full;
- (xliii) GAAP means Indian generally accepted accounting principles promulgated by the Institute of Chartered Accountants of India, together with its pronouncements thereon from time to time;
- (xliv) Governmental Authority means (a) central, state, city, municipal or local government, governmental authority or political subdivision thereof having or purporting to have jurisdiction; or (b) any agency or instrumentality of any of the authorities referred to in (a) above; or (c) any regulatory or administrative authority, body or other organization having or purporting to have jurisdiction, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of the Applicable Law; or (d) any court, authority or tribunal having jurisdiction, including for the avoidance of doubt, the Authority;

- (xlv) Indian Accounting Standards means the accounting standards notified by the Ministry of Corporate Affairs of India under the Companies (Indian Accounting Standards) Rules, 2015;
- (xlvi) Independent Engineer shall have the meaning given to it in the Share Purchase Agreement;
- (xlvii) KMP means the following designated personnel of the Company: (i) CEO, (ii) CFO; (iii) managing director or a whole-time director; and (iv) company secretary;
- (xlviii) Management Accounts means the quarterly unaudited statement of profit and loss, unaudited cash flow statements and unaudited balance sheet of the Company, prepared as of the relevant Quarter End Date;
- (xlix) Material Contract shall have the meaning given to it in the Share Purchase Agreement;
- (l) Memorandum means the memorandum of association of the Company, as amended from time to time;
- (li) NRC shall have the meaning given in Article 93(vii)(a);
- (lii) OCD I shall mean such number of redeemable, unlisted, unrated and optionally convertible debentures to be issued by the Company to CHIPL, on terms and conditions that are mutually agreed between the Parties, for the purposes of raising funds for the Project in accordance with the Debenture Documents and the Share Purchase Agreement;
- (liii) OCD II shall have the meaning ascribed to such term in the Share Purchase Agreement;
- (liv) OMC shall have the meaning given in Article 93(vii)(b);
- (lv) O&M means operation and maintenance of the Project and all matters connected with or incidental thereto, including but not limited to the operation and maintenance of the Project as per the Concession Agreement and matters to be dealt by the OMC as set out in Article 93(vii)(b);
- (lvi) O&M Contract(s) means the operation and maintenance contract(s) that may be entered into between the Company and the O&M Contractor(s) for performing all or part of the O&M of the Project, for and on behalf of the Company;
- (lvii) O&M Contractor(s) means the person with whom the Company has entered into an O&M Contract for performing all or part of the O&M of the Project;
- (lviii) O&M Head means the operations and maintenance head of the Company appointed in accordance with these Articles to oversee the O&M of the Project;
- (lix) Person means any natural person, limited or unlimited liability company, bodies corporate (wherever incorporated), unincorporated associations, partnership (whether limited or unlimited), proprietorship, Hindu Undivided Family, trust, union, government or any agency or political subdivision thereof or any other entity that may be treated as a person under the Applicable Law;
- (lx) Pledge means the creation of security over the unencumbered shares of the Company (Equity Shares not pledged in favour of the Senior Lenders) by way of a pledge created by DBL for the benefit of CHIPL.
- (lxi) Pledge Agreement means the agreement to be entered into between DBL, trustee, and the Company, for the creation of the Pledge.
- (lxii) Postponed Board Meeting shall have the meaning to it in Article 92(iii);
- (lxiii) Project shall have the meaning given to it in the Share Purchase Agreement;
- (lxiv) Project Agreements shall have the meaning given to it in the Concession Agreement;
- (lxv) Project Head means such personnel of the Company appointed in accordance with these Articles for overseeing the overall implementation and operation of the Project;

- (lxvi) Provisional Certificate shall have the meaning given to it in the Share Purchase Agreement;
- (lxvii) Punch List shall have the meaning given to it in the Share Purchase Agreement;
- (lxviii) Quarter End Date means any of 31 March, 30 June, 30 September and 31 December in any year, as applicable;
- (lxix) Relative shall have the meaning ascribed to it under the Act;
- (lxx) Related Party shall have the meaning ascribed to it under the Act;
- (lxxi) Scheduled Board Meeting shall have the meaning given to it in Article 92(iii);
- (lxxii) Second Closing shall have the meaning given to it under the Share Purchase Agreement;
- (lxxiii) Senior Lenders shall have the meaning ascribed to it under the Concession Agreement;
- (lxxiv) Shareholders means the shareholders of the Company and any Person to whom Shares are transferred or issued in accordance with these Articles from time to time, and Shareholder means any of them;
- (lxxv) Share Capital means the aggregate outstanding equity share capital of the Company on a Fully Diluted Basis;
- (lxxvi) Shareholders' Meeting shall have the meaning given to it in Article 94(ii);
- (lxxvii) Shareholding Percentage means the percentage of the Shares held by a Shareholder in the Company for the time being, on a Fully Diluted Basis;
- (lxxviii) Share Purchase Agreement means the Share Purchase Agreement dated 30 August 2019 executed between DBL, CHIPL and the Company, the First Amendment to the Share Purchase Agreement dated 30 October 2021 executed between the Company, DBL and CHIPL (as amended from time to time);
- (lxxix) Taxation (including with correlative meaning, the terms Tax and Taxes) means includes all forms of direct and indirect taxes, duties, levies, imposts, including without limitation corporate income tax, withholding tax, goods and service tax, dividend distribution tax, customs and excise duties, capital tax and other transaction taxes, real estate taxes, stamp duties, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction;
- (lxxx) Total Project Cost shall have the meaning given to it in the Share Purchase Agreement;
- (lxxxi) Transfer means a, direct or indirect, transfer, sale, Encumbrance, assignment, gift, donation, lease, redemption, placing in trust (voting or otherwise), or other disposition of any property, asset, right, or privilege, or any interest therein or thereto.

91. Directors

- (i) The business and operations of the Company shall be managed and supervised by the Board, who may exercise all the powers of the Company and do all such acts and things as the Company is authorised to exercise and do, subject to and in accordance with the provisions of these Articles, the Concession Agreement and the Applicable Law. The Board shall be responsible for determining the overall policies and activities of the Company, in compliance with the terms of these Articles, the Concession Agreement and the Applicable Law.
- (ii) **Composition of the Board**
 - (a) Subject to Applicable Law, the Board shall consist of a maximum of 6 (six) Directors and which number of Directors shall not be changed except with the prior written consent of DBL and CHIPL.
 - (b) The composition of the Board shall be as follows:
 1. 1 (one) Director nominated by CHIPL (**CHIPL Nominee Director**);
 2. 2 (two) Directors nominated by DBL (**DBL Nominee Directors**); and
 3. 3 (three) Independent Directors.
 - (c) Both DBL and CHIPL shall undertake all necessary actions as may be required to appoint the CHIPL Nominee Director and the DBL Nominee Directors on the Board in the manner set out herein, including but not limited to convening a meeting of the Shareholders wherein the Shareholders shall

use their voting rights in relation to the Equity Shares held by them to adopt necessary resolutions for the appointment of the CHIPL Nominee Director and the DBL Nominee Directors. Without prejudice to the above, DBL and the Company hereby agree to undertake all necessary actions as may be required for obtaining the prior approval of the Senior Lenders in compliance with the Financing Agreements and the Concession Agreement to give effect to the terms of these Articles.

- (d) The CHIPL Nominee Director shall be chairman of the Board (**Chairman**) and the Chairman shall have a second or a casting vote.
- (e) The Parties agree and acknowledge that no person who is:
1. on the 'List of Wilful Defaulters'/ caution list as published by the Reserve Bank of India from time to time;
 2. on the ECGC's specified approval list;
 3. convicted under the provisions of Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974;
 4. on any Senior Lender's defaulter list; or
 5. a relative of any "Specified Senior Officer of the Senior Lender" or "Specified Senior Officers" or a relative of such person who is interested in the company as director or guarantor or holder of substantial interest, as contemplated under the circular (number RBI/2014-15/64) of the Reserve Bank of India, dated July 1, 2014 (as amended from time to time),
- shall be appointed as a Director on the Board of the Company.

(iii) **Removal and Replacement of Directors**

- (a) The Shareholder nominating a Director shall also have the right to replace or remove such Director by providing a written notification to this effect to the other Shareholders and the Company. On receipt of such notice, the Company shall convene a meeting of the Shareholders, wherein the Shareholders shall use their respective voting rights in relation to the Equity Shares held by them to adopt necessary resolutions for the removal/ replacement of such Director and the appointment of the new Director to be appointed in place of such Director being removed/ replaced, as may be notified by the relevant Shareholder. It is clarified that any vacancy occurring with respect to the position of a Director shall be filled only by another nominee specified by the Shareholder who had appointed the Director being removed/ replaced.
- (b) The Shareholder who ceases to hold any Equity Securities in the Company (including through Affiliates) shall procure the resignation of all the Director(s) nominated by such Shareholder.

(iv) **Alternate Directors**

- (a) Each of the CHIPL Nominee Director and DBL Nominee Directors shall be entitled to nominate an alternate at any time to act on his/her behalf as a Director (**Alternate Director**). Each of the persons so nominated, will be appointed by the Board as Alternate Directors to act as Directors, during the absence of the relevant CHIPL Nominee Director or DBL Nominee Director for a period of not less than 3 (three) months from India. Such Alternate Director shall, however, not hold office for a period longer than that is permissible to the original Director in whose place he/she has been appointed.
- (b) Upon appointment, an Alternate Director shall be entitled to receive notice of all meetings of the Board, to attend and vote at any such meeting at which the Director appointing him is not personally present, be included for the determination of quorum at the meeting and to exercise and discharge all the functions, powers and duties of his appointer as a Director including voting, issuing consents and signing written resolutions in place of the original Director for whom he/she is an alternate.
- (c) An Alternate Director shall automatically vacate his office as an Alternate Director if the Director who nominated him ceases to be a Director.

(v) **Independent Director**

- (a) CHIPL will propose the names of the individuals to be appointed as the Independent Directors on the Board. The individuals so proposed will be considered by the Board for appointment as Independent Directors, and thereafter approved by the Shareholders at the general meeting of the Company. It is agreed that the removal of any Independent Directors so appointed on the Board shall require the unanimous consent of all Shareholders.
- (b) Any Independent Director so appointed shall be given and shall be entitled to access documents and information and receive notices as any other Director of the Company as per the Act or as provided in these Articles.

(vi) **Key Management**

The Board shall appoint the KMP of the Company based on the recommendations by the NRC in accordance with these Articles and the provisions of the Act. The terms of appointment of every wholetime KMP shall be as recommended by the NRC to the Board and as approved by the Board.

- (vii) It is acknowledged and agreed that the DBL Nominee Directors shall be non-executive directors. It is further agreed that the non-executive Directors of the Company shall not be deemed to be an "officer who is in default" (or equivalent, by whatever name called) under any Applicable Law, except if any such default is attributable to or has occurred due to the action or inaction of such DBL Nominee Director. The Board may nominate any employee or officer of the Company other than the non-executive Directors of the Company as "persons in charge" or "officer who is in default" (or equivalent, by whatever name called) under any Applicable Law, subject to the provisions of these Articles.
- (viii) It is agreed that the Directors shall not be required to hold any qualification shares.
- (ix) Subject to the provisions of the Act, the Company shall not pay the CHIPL Nominee Director and DBL Nominee Directors sitting fees for each meeting and attending to Board proceedings; however, the Company shall reimburse all costs and expenses reasonably incurred by them in attending the Board meetings and performing other duties as assigned by the Board, upon production of the supporting invoices for the expenses incurred. Until the date of Second Closing, the Independent Directors shall be paid sitting fee as decided by the Board and the Independent Directors shall be reimbursed all costs and expenses incurred by them in attending the Board meetings and performing other duties as assigned by the Board, as recommended by the NRC.
- (x) **Insurance and Indemnification of Directors**
- (a) The Company shall obtain and at all times maintain a directors and officers liability insurance policy from reputed insurers in favour of all the Directors, at its cost for such amounts and on such terms and conditions as is mutually acceptable to the Parties.
- (b) Subject to Applicable Law, in any threatened, pending or completed action, suit or proceeding to which a Director was or is a party or is threatened to be made a party by reason of the fact that such Director was acting on behalf of the Company (other than an action, suit or proceedings by the Company), the Company shall indemnify and hold harmless such Director against all expenses, including attorney's fees and amounts paid in settlement, actually and reasonably incurred by such Director in connection with such action, suit or proceeding to the maximum extent permitted by the Applicable Law, provided that the conduct of the Director giving rise to the liability for which indemnification is sought does not constitute fraud, gross negligence or wilful misconduct.
- (xi) **Retirement by Rotation**
- If the CHIPL Nominee Director is required to retire by rotation under Applicable Law, the Shareholders shall ensure that such retiring CHIPL Nominee Director is re-appointed at the general meeting in which the CHIPL Nominee Director is required to retire and further, the Shareholders agree and undertake to vote in order to ensure such re-appointment.

92. Board Proceedings

- (i) The Board shall meet at least 4 (four) times per financial year wherein the period between any 2 (two) meetings of the Board shall not exceed 120 (one hundred and twenty) days.
- (ii) The Board meetings shall be convened by giving at least 7 (seven) days advance notice of each Board meeting to each Director (wherever he may be). Any Director of the Company may at any time requisition a meeting of the Board by providing a requisition in writing to the other Directors along with the agenda proposed by him for discussion at the meeting. The Board may meet at shorter notice if all the Directors waive such notice period in writing and at least 1 (one) Independent Director is present at such meeting called at shorter notice. The notice shall be accompanied by an agenda of all the business to be transacted at the meeting. Any matter not on the agenda shall not be raised at the meeting unless all the Directors present at such meeting agree for such matter to be considered at that meeting.
- (iii) The quorum at the meetings of the Board shall be in accordance with the Act, provided however that, presence of the CHIPL Nominee Director shall always be required to constitute a valid quorum. Any resolution passed at a Board meeting in the absence of a valid quorum shall be invalid. If any meeting of the Board duly convened in accordance with these Articles cannot be held due to lack of quorum (**Scheduled Board Meeting**), such Scheduled Board Meeting shall be adjourned to the same place and time on a day that is 7 (seven) days from the Scheduled Board Meeting, provided that if such day is not a Business Day, then, to the next subsequent Business Day (**Postponed Board Meeting**). Each Director shall be given at least 3 (three) days prior notice of the Postponed Board Meeting. The presence of the CHIPL Nominee Director shall be required to constitute a quorum of the Postponed Board Meeting.
- (iv) The Board meeting shall be held at such location as may be agreed by majority of the Directors on the Board. The Board meetings shall be conducted on a Business Days and in English. Subject to Applicable Law, the

Board meetings may be attended by Directors by way of video conference or telephonic conference (if permitted by Applicable Law) and the Company shall ensure that video conference or telephonic conference facilities (if permitted by Applicable Law) are extended for all Board meetings.

- (v) Each Director shall be entitled to exercise 1 (one) vote. All decisions of the Board shall be taken by a simple majority of the Directors present and voting unless otherwise required by the Act; *provided however that*, any decision on any matter that is a Reserved Matter shall not be taken unless prior written consent of CHIPL has been obtained in accordance with Article 95.
- (vi) A written resolution circulated to all Directors shall be considered to have been passed by the Board if approved by a majority of the Directors entitled to vote on such resolution. Such written resolution by circulation shall be as valid and effective as a resolution duly passed at a meeting of the Board called and held in accordance with these Articles, provided that such written resolution in draft form was circulated together with all relevant background information and relevant papers required to make a fully-informed decision with respect to such resolution to all the Directors and the Directors had at least 7 (seven) Business Days, or a shorter period if agreed in writing by all the Directors, to approve/reject the written resolution. It is clarified that the resolution shall come into effect on receipt of approval from the last Director constituting a majority of the Directors on the Board. It is further clarified that, where such written resolution by circulation pertains to any Reserved Matter, no decision shall be taken unless prior written consent of CHIPL has been obtained in accordance with Article 95.

For the purposes of this Article 92(vi), the approval of a Director or Alternate Director may be given by letter, facsimile or e-mail.

- (vii) The Company shall ensure that deliberations and votes casted on any matter or resolutions discussed at the meeting of the Board or any committees constituted by the Board are documented as minutes, in compliance with the Applicable Law.

93. Committees

- (i) The Board is empowered to constitute and maintain such committees from time to time as it deems fit and determine the role and powers of the committees so constituted, subject to the terms of these Articles.
- (ii) Unless any Applicable Law requires any committee to have only Directors as its members, the Board may appoint employees and/ or officers of the Company or any other persons nominated by CHIPL to be members of such committee. Subject to the composition set out in Article 93(vii) below, every committee constituted by the Board shall at least consist of the CHIPL Nominee Director or any 1 (one) person nominated by CHIPL. The CHIPL Nominee Director or any other person nominated by CHIPL on a committee shall be the chairman of such committee.
- (iii) Written notice of each meeting of a committee shall be given to all members on that committee and their alternates, if any. Written notice of a meeting under this Article 93(iii) shall be sent to the address notified from time to time by the members and their alternates, if any, at least 7 (seven) days in advance of such meeting; provided that subject to the Applicable Law, where, a committee of the Board is required to make a decision in circumstances in which the foregoing notice requirements cannot be observed, such notice requirements may be waived with the approval of majority of the members on that committee.
- (iv) The quorum of meetings for a committee shall be the presence of a majority of its members.
- (v) Each member of the committee shall be entitled to exercise 1 (one) vote. All decisions of any committee shall be taken by a simple majority of the members present and voting; *provided however that*, any decision on any matter that is a Reserved Matter shall not be taken unless prior written consent of CHIPL has been obtained, in accordance with Article 95.
- (vi) Unless a matter is required to be approved by the Board as per the Act, the decisions of the committees in respect of all other matters shall be final and binding on the Company. For this purpose, the Board shall constitute the committees and delegate such powers and authority as mentioned in Article 93(vii) below by passing appropriate resolution(s).
- (vii) Notwithstanding the above, the following committees shall be constituted by the Board and shall exist at all times on and from the Effective Date:
 - (a) **Nomination and Remuneration Committee (NRC)**: The NRC shall comprise of 2 (two) Independent Directors and the CHIPL Nominee Director. The NRC shall *inter alia* be entitled to:
 - (i) identify and recommend to the Board the appointment of qualified and experienced persons as KMPs. The detailed powers and functions of such personnel as KMPs shall be as finalised and recommended by the NRC to the Board from time to time;
 - (ii) identify and appoint qualified and experienced persons as department heads and other employees of the Company, including Project Head and O&M Head. The detailed powers and functions of such personnel (subject to the O&M Contract and the Concession Agreement in relation to the Project Head and O&M Head), shall be as finalised by the NRC from time to

time. It is clarified that Project Head and/or O&M Head may also hold any other managerial positions that are identified as KMPs;

- (iii) identify and recommend to the Board the appointment of qualified and experienced person as compliance officer to undertake all legal compliances under Applicable Law. The details powers and functions of such person shall be as finalised and recommended by the NRC to the Board from time to time;
 - (iv) formulate the criteria for determining the remuneration, responsibilities and performance evaluation of such personnel appointed/ recommended by the NRC pursuant to sub-articles (i), (ii) and (iii) above; and
 - (v) such other functions as required by the Act.
- (b) **O&M Committee (OMC):** The OMC shall comprise of 2 (two) nominees of CHIPL and 1 (one) nominee of DBL. CHIPL may nominate O&M Head as 1 (one) of its nominee on the OMC. The OMC shall be responsible for:
- (i) approving all matters relating to the O&M for the Company, including engaging and/ or dealing with the rating agencies, insurance companies, safety consultants and independent engineer;
 - (ii) identifying and finalising the O&M Contractor(s) with whom the Company shall enter into the O&M Contract(s) for the Project, in accordance with the Concession Agreement;
 - (iii) reviewing performance of the Project Head and the O&M Head;
 - (iv) reviewing performance of the O&M Contractor(s); and
 - (v) negotiating, finalising and executing the O&M Contract(s), including any variation or amendment made to the terms of such O&M Contract(s).
- (c) **Audit Committee:** The Audit Committee shall comprise of 3 (three) Independent Directors, 1 (one) DBL Nominee Director and the CHIPL Nominee Director. The Audit Committee shall *inter alia* be entitled to:
- (i) recommend for appointment, remuneration and terms of appointment of auditors of the Company;
 - (ii) review and monitor the auditor's independence and performance, and effectiveness of audit process;
 - (iii) examine the financial statements of the Company and the auditors' report thereon;
 - (iv) appointment of internal auditor or tax auditor to conduct audits in the Company, and to review such audits and undertake any corrective measures;
 - (v) approve any transaction of the Company with any Related Parties or any subsequent modifications to such transactions with Related Parties; and
 - (vi) such other functions as required by the Act.
 - (viii) **Related Party Transactions**
The Parties agree that the transactions to be entered into by the Company with it's or CHIPL's Related Parties in relation to the O&M of the Company that are approved by the Audit Committee and/or OMC, shall be implemented by the Company.

94. General Meetings

- (i) The Company shall hold not less than 1 (one) general meeting of the Shareholders in any given Financial Year.
- (ii) Unless a shorter notice period is permitted in accordance with the Act, no general meeting of the Shareholders (**Shareholders' Meeting**) shall be held unless at least 21 (twenty-one) days' written notice of that meeting has been given to each Shareholder.
- (iii) The quorum for the Shareholders' Meeting shall be in accordance with the Act; provided however that presence of at least 1 (one) representative of CHIPL and 1 (one) representative of DBL shall be required to constitute a valid quorum at any Shareholders' Meeting. If within 30 (thirty) minutes from the time scheduled for a Shareholders' Meeting, such meeting is held to be inquorate or if at any time during the meeting the requisite quorum is no longer present, such meeting shall be reconvened at the same time and at the same place 7 (seven) days later. The afore-mentioned quorum requirement shall also apply to such reconvened Shareholders' Meeting.
- (iv) A resolution passed at the Shareholders Meeting, whether considered at a Shareholders' Meeting or through postal ballot, shall be adopted in accordance with the voting majority specified in the Act; *provided however that* a decision at a Shareholders' Meeting or through postal ballot on any of the Reserved Matters shall require prior written consent of CHIPL in accordance with Article 95.
- (v) The Company shall ensure that deliberations and votes casted on any matter or resolutions discussed at the Shareholders' Meeting are documented as minutes, in compliance with the Applicable Law.

95. Reserved Matters

- (i) Notwithstanding anything contained in these Articles, the Company, its Board, or its committees or any Shareholders or Directors of the Company shall not take any action or decision or pass any resolution

(whether at a Shareholders' Meeting, Board meeting, meeting of the committees of the Board, resolution by circulation or otherwise) in respect of any of the Reserved Matters mentioned below without obtaining the prior written consent of CHIPL:

- (a) Amending, supplementing, restating or modifying the Constitutional Documents of the Company.
- (b) Except as required under the Financing Agreements and/or the Concession Agreement, effecting any change in the authorized, issued, subscribed or paid up Equity Securities of the Company; or re-organization of the share capital of the Company, including new issuance of Shares or other Equity Securities of the Company; any sale or Transfer of Equity Securities of the Company; or redemption, conversion, retirement, repurchase or buy-back of any Shares or other Equity Securities, share splits, issuance of bonuses, issuance of debentures or warrants (whether convertible or otherwise), or grant of any options over its Shares by the Company, restructuring and reduction of capital, any reclassification or creation of new class or series, change in the preferences, privileges or rights of any Shares or other Equity Securities of the Company.
- (c) Declaring or paying dividends or other distributions on any class of Equity Securities of the Company.
- (d) Refinancing, renegotiating, or amending the terms of any of the loans, borrowings, or any other indebtedness taken on by the Company, including for the avoidance of doubt loans under the Financing Agreements.
- (e) Incurring, issuing or assuming by the Company any form of indebtedness or any amendments, waivers, modifications or extensions of any indebtedness or providing any guarantee or creating any form of security interests or encumbrances on the assets of the Company, which is in excess of the amount as agreed in the Base Case Plan.
- (f) Entering into any agreement, arrangement, transaction or assignment in relation to any assets of the Company with an aggregate value of more than INR 5,00,000 (Rupees Five Lakh only) in any Financial Year (whether individually or in aggregate).
- (g) Dissolution, winding-up or liquidation of the Company, whether or not voluntary, or any restructuring or reorganization that has a similar effect.
- (h) Appointment or removal, or determination of the terms of employment (including compensation) of any KMPs, Project Head, O&M Head of the Company or any significant changes in the terms of their employment agreements, or entering into, terminating, amending, novating or modifying any material contract or any waiver thereunder, with any KMP, Project Head, O&M Head of the Company.
- (i) Designation of any employee as a key managerial personnel of the Company as understood under the Act.
- (j) Commencing, prosecuting or settling any legal action or claim (or series of related legal actions or claims) where the amount involved exceeds INR 5,00,000 (Rupees Five Lakh only), in any Financial Year.
- (k) Entering into, modification or termination of any transaction with a Related Party.
- (l) Redemption or conversion of any debentures or any loans or other amounts outstanding (including accrued interest).
- (m) Undertaking any investments by the Company in other entities, create or set up joint ventures, subsidiaries or acquire any company or business and enter into any strategic, financial or alliance with a third party.
- (n) Effecting or accepting any proposal involving, directly or indirectly, a change in ownership, Control or management of the Company, except in accordance with the Financing Agreements and/or the Concession Agreement.
- (o) Making/incurred any operational expenditure in excess of operational budget as agreed in the Base Case Plan.
- (p) Entering into any Material Contracts or termination, novation and/ or amendment of any of the Material Contracts or replacing any counter-party thereunder.
- (q) Making /incurring any capital expenditure in excess of the amounts as agreed in the Base Case Plan.
- (r) Approving Annual Business Plan and/ or any amendment, revision or deviations from the approved the Annual Business Plan.
- (s) Undertaking any sale, Transfer, lease, license, assignment, mortgage, Encumbrance, pledge, hypothecation, grant of security interest in, exchange or other disposition of any assets/ property of the Company, other than in accordance with the Financing Agreements or as agreed under the Base Case Plan.
- (t) Appointment or dismissal of an Independent Director.
- (u) Delegating authority or any of the powers of the Board to any person or committee, including the NRC, OMC and the Audit Committee and determining or amending the terms of reference of any such committee and the constitution / membership of such committee.
- (v) Finalization and appointment of the O&M Contractor and execution of the O&M Contract.
- (w) Changing or granting any signing authorisation to any individual for the operation of the bank account(s) of the Company.

- (x) making or changing any Tax election (resulting from change in accounting treatment/ policy by the Company), settlement or compromise of any proceedings with respect to any Tax claim or assessment relating to the Company, surrendering any right to claim a refund of Taxes, consenting to any extension or waiver of limitation period applicable to any Tax claim or assessment relating to the Company, filing any amended Tax returns or incurring any liability for Tax.
 - (y) Appoint/ remove or change the terms of appointment of the internal/ statutory auditors.
 - (z) Any agreement or commitment to give effect to any of the foregoing.
- (ii) In order to obtain the prior written consent of CHIPL in terms of Article 95(i) above, the Company shall ensure that: (a) draft of the proposed resolution is circulated to CHIPL together with the information available with the Company that is required to make a fully-informed, good faith decision with respect to such resolution and appropriate documents, if any, are provided to CHIPL; and (b) all queries from the CHIPL are responded to.
 - (iii) DBL and the Company agree that in the event a resolution is passed contrary to the provisions of this Article 95, then the Company shall ensure that such resolution is not given effect to and all such resolutions shall be considered to be null and void.

96. Transfers

(i) General

No Equity Securities issued by the Company shall be Transferred by its holder other than in accordance with the provisions of these Articles, the Financing Agreements and the Concession Agreement. If any Transfer of Equity Securities of the Company is made in violation of the provisions of these Articles, the Concession Agreement and/or the Financing Agreements, such Transfer shall be null and void and shall not be binding on the Company and Parties hereto and shall be deemed to be a breach of the terms of these Articles.

(ii) Restriction on Transfer of Equity Shares

- (a) The Parties agree that DBL shall not Transfer any of its Equity Securities in the Company to any Person without the prior written consent of CHIPL, provided that DBL shall be permitted to pledge its Equity Securities in the Company in favour of Senior Lenders of the Company pursuant to Financing Agreements.
- (b) Without prejudice to the above, the Parties acknowledge that pursuant to the Share Purchase Agreement, CHIPL has agreed to purchase and DBL has agreed to sell, all of the Equity Securities in the Company held by DBL in accordance with the terms set out therein.

(iii) Permitted Transfers

CHIPL shall, at any time, subject to the provisions of the Financing Agreements (in relation to the Sale Shares that are pledged with the Senior Lenders) and the Concession Agreement, be entitled to Transfer any or all of its Equity Securities to its Affiliate, including pursuant to group restructuring or reorganisation. Notwithstanding any provision to the contrary in these Articles, if CHIPL Transfers a part of its Equity Securities to its Affiliate or additional Equity Securities are issued to any Affiliate of CHIPL or acquired or held (directly or indirectly) by any Affiliates of CHIPL, all of CHIPL and such Affiliates (collectively, the **CHIPL Shareholder Group**) shall be treated as a single Shareholder and their rights, obligations, covenants and undertakings under these Articles shall be joint and several, and a breach by any one Person in the CHIPL Shareholder Group shall be deemed as a collective breach by the other members of the CHIPL Shareholder Group of their respective obligations, covenants or undertakings hereunder. It is further clarified that determination of rights of CHIPL under the Agreement shall be undertaken on the basis of all Equity Securities held by the CHIPL Shareholder Group.

(iv) Deed of Adherence

It shall be a condition of any Transfer of Equity Securities to an Affiliate by CHIPL if not already a Party to these Articles, that such Affiliate, to whom Equity Securities are proposed to be Transferred by CHIPL, enters into an undertaking to observe and perform the provisions and obligations of these Articles in the form and substance set out in the Deed of Adherence.

(v) Registration of Transfers

- (a) The Board shall, register as required by the Act, any Transfer made in accordance with the provisions of these Articles.
- (b) Upon registration of a Transfer, the Shareholder's benefit of the continuing rights under these Articles shall be available to the transferee who may enforce them and be named in it as a Shareholder.

97. Information and Inspection Rights

(i) Reports and Information

Each of DBL and CHIPL shall be entitled to receive from the Company within timelines specified herein or where no timelines have been specified, then as soon as reasonably practicable:

- (a) the Audited Accounts of the Company as soon they become available, but no later than 15 (fifteen) days after approval of the Board;
 - (b) minutes of the Board meeting (and committees thereof), and Shareholders' Meeting within 15 (fifteen) days from the date of the meeting;
 - (c) copies of notice(s) and details of any disputes, claims, litigation, arbitration, investigative or administrative proceedings, breach by the Company of any Applicable Law or any labour disputes which are current, threatened in writing or pending against the Company within a reasonable period of time upon becoming aware of the same.
 - (d) any correspondence (including any notice) between the Company and any of the Authority or Senior Lenders or other parties to the Financing Agreements;
 - (e) notice of any default, event of default, a force majeure event, termination or suspension that has occurred under any Material Contract or a notice in this respect has been received under any Material Contract;
 - (f) notice and details of any application for winding up having been made or any statutory notice of winding up having been received by or served on the Company or DBL under Applicable Law or if a receiver or a resolution professional is appointed of any of their properties or business or undertaking or notice and details of any filing or proceeding or action initiated under the Insolvency and Bankruptcy Code, 2016 against the Company or DBL, promptly upon such application being made or such receiver being appointed or such filing or proceeding being initiated; any communication or notice of any claims received by the Company from the EPC Contractor pursuant to the EPC Contract; and any communication or notice of any claims raised by the Company against the Authority under the Concession Agreement;
 - (g) any communication or notice of any claims received by the Company from the O&M Contractor(s) pursuant to the O&M Contract; and any communication or notice of any claims raised by the Company against the Authority under the O&M Contract(s), if any;
 - (h) notice of any delay or potential delay in completion of the Project by the Scheduled Completion Date or expiry of timelines for completion of Punch List items, if any, provided in the Provisional Certificate immediately upon the Company becoming aware of the same; and
 - (i) all such information as a Shareholder may reasonably request, including in relation to the day to day accounts and activities of the Company, within 7 (seven) days of such request.
- (ii) Upon request of CHIPL and/ or DBL, the Company shall: (a) authorize and instruct the auditors of the Company (whose fees and expenses shall be for the account of the Company) to communicate directly with CHIPL and/ or DBL, at any time regarding the Company's financial statements, accounts and operations, and provide to each of CHIPL and/ or DBL a copy of that authorization; and (b) take such actions, issue such additional instructions and deliver such additional documents as necessary to procure such auditors' compliance with such instruction. No later than 30 (thirty) days after any change in auditors of the Company, the Company shall repeat the process in the immediately preceding sentence with the new auditors and provide a copy of the Company's instructions and any other related documentation to each of CHIPL and/ or DBL.
- (iii) **Inspection/ Audit Rights**
- (a) In addition to the information and material to be provided under Article 97(i) above, the Company shall permit CHIPL and DBL and their employees, advisors and authorised representatives, upon reasonable notice, at all times during normal business hours to visit and inspect to their satisfaction, the offices of the Company, the assets of the Company, Material Contracts and books and records, as well as conduct special audits, as CHIPL and DBL may deem fit at their sole discretion. The Company shall render co-operation and provide such authorizations as may be required. CHIPL and DBL shall also have a right to consult with and receive information, documents and material about the Business and operation of the Company, budget and finances of the Company that it considers material, from the Company, its Directors, employees, vendors, consultants, counsel (internal or external) and internal and external auditors of the Company. The Company shall, where required, facilitate such consultation including by issuing appropriate instructions to the persons referred to above.
 - (b) CHIPL and DBL shall be liable to bear their respective costs for such special audit conducted by the Company at their request; provided however, that if such audit reveals any material discrepancies or inaccuracies in the Company's books or records, and provided that such discrepancies or inaccuracies are ratified by the Board, the expense of such audit shall be reimbursed by the Company to CHIPL and DBL, as the case maybe.

Subscriber Details					
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	Dilip Buildcon Limited (Subscriber) CINNO. L45201MP2006PLC018689 Address :- Plot No. 5 , Inside Govind Narayan Singh gate, Chuna Bhatti, Kolar Road, Bhopal- (M.P)- 462016, Occupation :- Business Authorized representative :- Shri Dilip Suryavanshi, S/o Late shri Shiv Narayan Suryavanshi, the Chairman & Managing Director having DIN 00039944, R/o:- E-5/90, Arera Colony, Bhopal (M.P)- 462016	ANRPS2215H	BHOPAL	DILIP SURYA VANSHI Digitally signed by DILIP SURYAVANSHI Date: 2018.04.09 15:04:45 +05'30'	09/04/2018
2	Seema Suryavanshi, W/o Shri Dilip Suryavanshi, (act as nominee subscriber on behalf of Dilip Buildcon Limited) Add:- E-5/5, Arera Colony, Bhopal (M.P)- 462016, Occupation :- Business	00039946	BHOPAL	SEEMA SURYAV ANSHI Digitally signed by SEEMA SURYAVANSHI Date: 2018.04.09 15:03:48 +05'30'	09/04/2018
3	Devendra Jain, S/o Shri Rajmal Jain, (act as nominee subscriber on behalf of Dilip Buildcon Limited) Add :- H. No. 15, Paras Majestic , Gulmohar, E-8, Bhopal (M.P) Occupation :- Business	02374610	BHOPAL	DEVEND RA JAIN Digitally signed by DEVENDRA JAIN Date: 2018.04.09 15:04:13 +05'30'	09/04/2018

Signed Before Me

Name	Address, Description and Occupation	DIN/PAN/ Passport Number/ Membership Number	Place	DSC	Dated
FCS PIYUSH BINDAL	Add :- Piyush Bindal & Associates, S-12, 11nd Floor, Gurukripa Plaza, Zone-II, M.P. Nagar, Bhopal (M.P) Occ: Practicing Company Secretary	6749	BHOPAL	PIYU SH BIND AL Digitally signed by PIYUSH BINDAL Date: 2018.04.09 14:22:01 +05'30'	09/04/2018

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