



DETAILS OF SUBSISTING AGREEMENT PURSUANT TO REGULATION 30A READ WITH CLAUSE 5A TO PARA A OF PART A OF SCHEDULE III OF SEBI (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015, AS AMENDED FROM TO TIME

S. No.	Disclosure Requirement	Information
a)	if the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity);	<p>I. Shareholder Agreement dated 16.02.2004 (referred as "Shareholder Agreement"). DCM Limited (i.e. Listed Company) is Party to the Shareholder Agreement</p> <p>Followings are the details of the Counter Parties in the Shareholders Agreement:</p> <ol style="list-style-type: none">1. DCM Estate and Infrastructure Limited (now known as Purearth Infrastructure Limited [referred to as 'Purearth'/'Joint Venture Company'])2. Tiara Investment Holdings Limited ("Tiara")3. DCM Affiliates consist of following:<ol style="list-style-type: none">i. DCM Employees Welfare Trustii. Lotus Finance and Investment Private Limitediii. Lotte Holdings Private Limitediv. Midopa Holdings Private Limitedv. Xonix Enterprises Private Limitedvi. DCM technologies Ltd. (now known as Unison International IT Services Ltd.) <p>Affiliates companies at Sr. no. 3 (ii) to 3(v) are merged under a court approved scheme with Aggresar Leasing & Finance Pvt. Ltd.</p> <p>II. Amendment and Supplementary Agreement dated 11.02.2021 to the aforesaid Shareholder Agreement (referred as 'Amendment and Supplementary Agreement'). DCM Limited is party to the Amendment and Supplementary Agreement.</p>



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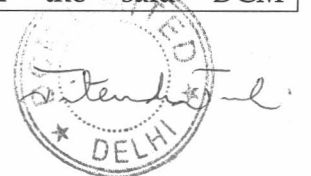
S. No.	Disclosure Requirement	Information
		<p>Followings are the details of the Counter Parties in the Amendment and Supplementary Agreement:</p> <ol style="list-style-type: none"> 1. Mr. Sumant Bharat Ram 2. Aggresar Leasing and Finance Private Limited 3. Unison International IT Services Limited (Listed entity and the persons mentioned in (1) to (3) of II above are collectively referred to as "DCM and its Affiliates") 4. Tiara Investment Holdings Limited ("Tiara") 5. Mr. Sat Pal Khattar 6. TIL Investments Private Limited (Tiara and the persons mentioned in (4) to (6) of II above are collectively referred to as "Tiara and its Associates") 7. Purearth Infrastructure Limited ("Purearth").
b)	<p>if listed entity is not a party to the agreement,</p> <ol style="list-style-type: none"> i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement. 	<p style="text-align: center;">NOT APPLICABLE</p>
c)	<p>purpose of entering into the agreement;</p>	<p>The shareholder agreement was executed to records the terms and conditions for enhancing the shareholding of Tiara in Purearth to 59.09%. The Amendment and Supplementary Agreement dated 11.02.2021 was entered into to amend the existing provision of share transfer restriction applicable to shareholder under the existing shareholders agreement.</p>
d)	<p>shareholding, if any, in the entity with whom the agreement is executed;</p>	<p>The Company holds 16.56 in Purearth / Joint Venture. DCM affiliates collectively hold 28.73% in the Joint Venture Company.</p>



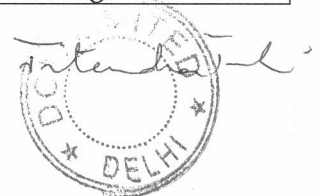
S. No.	Disclosure Requirement	Information
e)	significant terms of the agreement (in brief);	<p>I. Shareholders Agreement dated 16.02.2004</p> <ul style="list-style-type: none"> i. Tiara shall subscribe and shall get allotted 2.60 crore equity shares of face value of Rs.10/- each at par value within 30 days of the effective date of subject to all lawful compliances as may be necessary. ii. All future amendment of shares capital convertible security and like shall be made only with mutual consent of the shareholders group. iii. The Joint Venture Company shall be managed by its Board of Directors having a representative from both the parties (i.e. 'DCM and its Affiliates' and 'Tiara and its Associates') as well as the Directors nominated by Financial Institutions and Banks. The Board of Directors shall appoint one of the nominee Directors of Tiara to be Chairman of Joint Venture Company. iv. The Joint Venture Company shall not undertake any action on certain specific matters stated in the shareholders agreement unless such actions have been approved by affirmative vote of majority of Directors which affirmative vote of the majority shall include at least one Director each nominated by either shareholders group. v. The Transfer or disposal of shares of joint venture Company by any party to the agreement be first offered to the other party of the Shareholder Agreement. <p>II Amendment and Supplementary Agreement dated 11.02.2021</p> <ul style="list-style-type: none"> i. There is a general prohibition on shareholders from encumbering or transferring their shares in Joint Venture Company. A shareholder may transfer or encumber its shares only with prior written consent of the board of directors of Purearth and of shareholders who



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		<p>individually or collectively hold more than 51% of the fully paid-up share capital in Joint Venture Company.</p> <p>ii. The Company shall not directly or indirectly transfer its shares in Joint Venture Company until subsistence of its undertaking(s) given in the Scheme of restructuring under the Company Petition no. 251/2000, approved by the Hon'ble Delhi High Court and also given to DCM Techno Plaza & Green Acres Flat Buyers Association not disposing-off its shares in Purearth until completion and conveyancing of the real estate development project being developed by Purearth (referred as the said DCM Undertaking).</p> <p>iii. Subject to point (i) and (ii) above, the following principles apply:</p> <ul style="list-style-type: none"> ➤ all share transfers by a shareholder are subject to a right of first refusal of the other shareholders. ➤ In case Company proposes to transfer any shares, each of the remaining shareholders who do not exercise their right of first refusal have a right of co-sale in the proposed transfer. In case of other shareholders (other than the Company), the right of co-sale applies to all shareholders (other than the Company) who do not exercise their right of first refusal. <p>iv. Shareholders holding more than 51% of the fully paid-up share capital of Joint Venture Company have the right to drag the other shareholders to sell shares to a third party. The transfer shall not be done at a value lower than the fair market value of the all the shares as determined by an internationally reputed merchant banker. However, the Company may be dragged only if the said DCM</p>



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		<p>Undertaking is not valid and subsisting and/ or consent of DCM Techno Plaza & Green Acres Flat Buyers Association has been obtained by the Company to dispose of its shareholding in Purearth.</p> <p>v. If a transaction is likely to result in Company's promoters/ promoter group ceasing to retain control of the Company, then prior to, or simultaneously with the consummation of such transaction, Tiara and its Associates and DCM Affiliates have a put option on the Company. The put price shall not be less than the fair market value of the shares as determined by an internationally reputed merchant banker jointly nominated by Tiara and the Company.</p>
f)	extent and the nature of impact on management or control of the listed entity;	There is no impact on the management and control on the Company
g)	details and quantification of the restriction or liability imposed upon the listed entity;	Please refer para "e" above.
h)	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	<p>a) Purearth is a joint venture company to the Company. Therefore, Purearth and Company are related parties as per Regulation 2(zb) of SEBI Listing Regulations.</p> <p>b) <u>Mr. Sumant Bharat Ram</u> - He controls the Company by virtue of his 48.49% shareholding in the Company. Therefore, he is a related party to the Company as per Regulation 2(zb) of SEBI Listing Regulations.</p> <p>c) <u>Aggresar Leasing and Finance Private Limited</u> - This entity is controlled by Mr. Suman Bharat Ram by virtue of his 99.98% shareholding in Aggresar Leasing and Finance Private Limited. Therefore, it is a related party to the Company as per Regulation 2 (zb) of SEBI Listing Regulations.</p> <p>d) <u>Unison International IT Services</u> - It is a subsidiary of Aggresar Leasing and Finance</p>



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		Private Limited, and is indirectly controlled by Mr. Sumant Bharat Ram. Therefore, it is a related party to the Company as per Regulation 2 (zb) of SEBI Listing Regulations.
i)	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	The Shareholders Agreement and Amendment and Supplementary Agreement are not a related party transaction. It is neither a specified transaction covered by Section 188(1) of Companies Act, 2013 or involves a contract or arrangement for transfer of resources, services, or obligations between the Company and Purearth.
j)	in case of issuance of shares to the parties, details of issue price, class of shares issued;	In terms of Shareholders Agreement dated 16.02.2004, Joint Venture Company had issued 2.60 crores equity shares of face value of Rs. 10/- each at par to Tiara .
k)	any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.;	Please refer to Para "e" above.
l)	<p>in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). 	Not Applicable

