



ARSS INFRASTRUCTURE PROJECTS LTD.

Date: 20.02.2019

Bombay Stock Exchange Limited,
Phiroze Jeejeebhoy Towers
1st Floor, Rotunda Building,
Dalal Street,
Mumbai - 400 001

National Stock Exchange of India Limited,
Exchange Plaza,
Bandra Kurla Complex,
Bandra (E),
Mumbai - 400051

Sub: Clarification on Price Movement
Ref: NSE- Email dated 19.02.2019 Letter Ref no. NSE/CM/Surveillance/7956
BSE- Email dated 19.02.2019

Dear Sir,

This is with reference to the above emails of stock exchange seeking company's clarification on significant movement in the price of our security across the Exchanges. In this regard we wish to inform you that company had appraised stock exchange with the outcome of the meeting of Board of Directors held on Wednesday, 13th February, 2019 along with One Time Final Settlement With IDBI Bank Limited And Punjab National Bank as per Regulation 30 of the SEBI (LODR) Regulations, 2015 on 13th February, 2019 as follows that:


1. IDBI Bank Limited has approved One Time Final settlement sanction letter Ref: No-OTS2018-19001554/4183/2018-19 dated 12.02.2019 settling the entire outstanding loan amount for Rs. 25.00 Crores (Rs. Twenty Five Crores Only) on such terms & conditions as mentioned in the One Time Final Settlement Sanction Letter dated 12.02.2019 (enclosed herewith).
2. Punjab National Bank has approved One Time Final settlement sanction letter dated 11.02.2019 settling the entire outstanding loan amount for Rs. 104.24 Crores (Rs. One Hundred Four Crores and Twenty Four Lakhs Only) on such terms & conditions as mentioned in the One Time Final Settlement Sanction Letter dated 11.02.2019 (enclosed herewith).

The company assumes that above may be the reason for significant movement in the price of our security across Exchanges, in the recent past. Kindly take the same in your record.

For ARSS Infrastructure Projects Limited


(Aika Khemka)
Company Secretary

Encl: As above

Signature :- 
Name : Aika Khemka
Designation : Company Secretary
Address : Plot No-38, Sector-A, Zone-D
Mancheswar Ind. Estate, Bhubaneswar-751010
Membership No-F6838

CIN : L14103OR2000PLC006230

Regd. Office : Sector A, Zone D, Plot #38, Mancheswar Industrial Estate, Bhubaneswar 751010, Odisha

Tel : 91 674 2588552 / 2588554, Fax : +91 674 2585074, E-mail: response@arssgroup.in, Website : www.arssgroup.in

Corp. Office : ARSS Mall, Community Centre, Plot No. 40, Block-A, Paschim Vihar, Opposit to Jwalaheri Market, New Delhi-110063 (India)

Tel.: +91 1125252024, Fax : +91 1125252012, E-mail : delhi@arssgroup.in



ARSS INFRASTRUCTURE PROJECTS LTD.

Dated: 13.02.2019

Bombay Stock Exchange Limited,
Phiroze Jeejeebhoy Towers
1st Floor, Rotunda Building,
Dalal Street,
Mumbai- 400 001

National Stock Exchange of India Ltd.,
Exchange Plaza,
BandraKurla Complex,
Bandra (E),
Mumbai-400051

Sub: Outcome of the Board Meeting held on 13.02.2019 and Un-audited Standalone Financial Results for the quarter ended on 31st December, 2018

Ref: Regulation 30, 33 and other applicable Regulations and Circulars of SEBI (LODR) Regulations, 2015

Dear Sir/ Madam,

This is to inform to your good-self that Board of Directors of the company in its meeting held today i. e on Wednesday, 13th February, 2019 at registered office of the company have inter-alia considered the following:

1. The board has approved the Un-audited Standalone Financial Results alongwith the Limited Review Report of Statutory Auditors for the 3rd Quarter ended on 31st December, 2018.

Further in accordance with Regulation 33(3) (b)(i) of SEBI (LODR) Regulations, 2015 only Standalone Results are approved and same is submitted.

The results will be published in the Newspaper in terms of Regulation 47(1)(b) of the SEBI (LODR) Regulations, 2015 in due course and same shall be placed on the Website of the company.

2. IDBI Bank Limited has approved One Time Final Settlement Sanction Letter Ref: No-OTS2018-19001554/4183/2018-19 dated 12.02.2019 settling the entire outstanding loan amount for Rs. 25.00 crores (Rs. Twenty Five Crores Only) on such terms & conditions as mentioned in the said OTS Sanction letter dated 12.02.2019 as placed before the board and board noted the same. OTS Sanction Letter dated 12.02.2019 is enclosed herewith.

CIN : L14103OR2000PLC006230

Regd. Office : Sector A, Zone D, Plot #38, Mancheswar Industrial Estate, Bhubaneswar 751010, Odisha

Tel: 91 674 2588552 / 2588554, Fax :+91 674 2585074, E-mail: response@arssgroup.in, Website : www.arssgroup.in

Corp. Office : ARSS Mall, Community Centre, Plot No. 40, Block-A, Paschim Vihar, Opposit to Jwalaheri Market, New Delhi-110063 (India)
Tel.:+91 1125252024, Fax : +91 1125252012, E-mail : delhi@arssgroup.in





ARSS INFRASTRUCTURE PROJECTS LTD.

3. Punjab National Bank has approved One Time Final Settlement Sanction Letter dated 11.02.2019 settling the entire outstanding loan amount for Rs. 104.24 crores (Rs. One Hundred Four crores and Twenty Four Lakhs Only) on such terms & conditions as mentioned in the said OTS Sanction letter dated 11.02.2019 as placed before the board and board noted the same. OTS Sanction Letter dated 11.02.2019 is enclosed herewith.

You are requested to take the above information on record.

Thanking You,

For ARSS Infrastructure Projects Limited



(Alka Khemka)
Company Secretary

Encl: as above

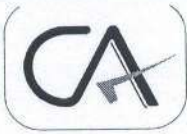
CIN : L14103OR2000PLC006230

Regd. Office : Sector A, Zone D, Plot #38, Mancheswar Industrial Estate, Bhubaneswar 751010, Odisha

Tel : 91 674 2588552 / 2588554, Fax : +91 674 2585074, E-mail: response@arssgroup.in, Website : www.arssgroup.in

Corp. Office : ARSS Mall, Community Centre, Plot No. 40, Block-A, Paschim Vihar, Opposit to Jwalaheri Market, New Delhi-110063 (India)

Tel.: +91 1125252024, Fax : +91 1125252012, E-mail : delhi@arssgroup.in



AJAY B GARG
CHARTERED ACCOUNTANT

Limited Review Report On Quarterly and Nine months ended Standalone Ind AS Financial Results of the Company Pursuant to the Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

To
The Board of Directors
ARSS Infrastructure Projects Limited
CIN : L14103OR2000PLC006230
Plot-no-38, Sector-A, Zone-D
Mancheswar Industrial Estate
Bhubaneswar-751 010, Odisha

We have reviewed the accompanying statement of unaudited financial results of M/s. ARSS Infrastructure Projects Limited ("the Company") for the period ended 31st December, 2018 ("the Statement"). This statement has been prepared by Company pursuant to Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the "Listing Regulations' 2015") read with SEBI Circular No CIR/CFD/FAC/62/2016 dated 5th July, 2016. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, 'Review of Interim Financial Information Performed by the Independent Auditor of the Entity' issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provides less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Conclusion:

Based on our review conducted as above and subject to 'Para a to c' stated below, nothing has come to our attention that causes us to believe that the accompanying statement of unaudited financial results prepared in accordance with applicable Indian Accounting Standards (Ind AS) prescribed under Section 133 of the Companies Act 2013 read with relevant rules issued there under and other recognized accounting practices and policies has not disclosed the information required to be disclosed in terms of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as modified by Circular No. CIR/CFD/FAC/62 2016 dated July 5th 2016, including the manner in which it is to be disclosed, or that it contains any material misstatement.

- a) *In absence of relevant records, Contract-wise surplus/loss has neither been ascertained nor recognized in compliance with Ind AS-115 'Revenue from contract with customers.*
- b) *The company has overdue accumulated secured debts amounting to Rs.1523.62 Crores subject to reconciliation interest thereon from 01.04.2016. Banks has classified it as NPA. No interest has been charged on these secured debts to the Profit & Loss account resulting in understatement of loss to that extent and understatement of liability. Secured*





AJAY B GARG

CHARTERED ACCOUNTANT

lenders have served notices on various dates under section 13(2) of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for recovery of their dues.

- c) *We draw attention to the Note No.9 to accompanying results, wherein, the managerial remuneration is subject to refund by directors due to rejection of application by Central Government.*

For Ajay B Garg
Chartered Accountant

Ajay Garg
Proprietor

Membership No.: 032538



Date : The 13th day of February, 2019.
Place : Mumbai



**Part I :: Statement of Un-audited Financial Results of ARSS Infrastructure Projects Limited
for the Quarter and Nine months Ended December 31, 2018
Prepared in compliance with the Indian Accounting Standards (Ind-AS)**

(~in Lakhs except for shares & EPS)

Particulars	Quarter ended			Nine months ended		Year ended
	December 31,2018	September 30,2018	December 31,2017	December 31,2018	December 31,2017	March 31,2018
	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Audited)
I) Income						
a) Revenue From Operations	7,581	8,149	9,105	29,270	45,475	58,434
b) Other income	321	356	438	975	610	1,404
c) Other gains/(Losses)	(33)	46	-	182	-	502
Total Income	7,869	8,550	9,543	30,427	46,084	60,340
II) Expenses						
a) Cost of materials consumed	2,153	1,899	2,737	7,961	10,679	12,805
b) Cost Of Goods/Services Sold	4,733	3,333	-	12,816	-	22,380
c) Changes in Inventories of finished goods, work-in-progress and Stock-in-trade	(1,258)	(1,022)	(3,225)	(2,032)	(977)	1,193
d) Depreciation and Amortization expenses	489	548	596	1,619	1,783	2,394
e) Employee Benefit Expenses	669	626	831	2,028	2,167	2,950
f) Finance cost	274	553	777	1,653	3,350	3,724
g) Other Expenses	175	2,815	7,880	7,072	33,525	22,771
Total Expenses	7,235	8,753	9,596	31,117	50,527	68,217
III) Profit / (Loss) before exceptional items and tax (I-IV)	634	(203)	(53)	(690)	(4,443)	(7,877)
IV) Exceptional items	-	-	-	-	-	-
V) Profit / (Loss) before tax (III-IV)	634	(203)	(53)	(690)	(4,443)	(7,877)
VI) Tax expense :						
a) Current tax	-	-	-	-	-	-
b) Deferred tax	331	141	(38)	422	(110)	(2,995)
c) Tax of Earlier Years	-	-	592	-	592	595
Total tax expenses	331	141	554	422	482	(2,400)
VII) Profit / (Loss) for the period (V-VI)	303	(344)	(608)	(1,112)	(4,925)	(5,477)
VIII) Other Comprehensive income						
(a) Items that will not be reclassified to profit or loss :						
- Gain on fair value of defined benefit plans as per actuarial valuation	(2)	-	-	(2)	-	(5)
- Others	-	-	196	-	587	-
- Income tax effect on above	1	-	(65)	1	(196)	2
(b) Items to be reclassified subsequently to profit or loss						
-Changes in investments other than equity shares carried at Fair Value through OCI (FVOCI)	-	-	-	-	-	-
Other Comprehensive income for the year, net of tax	(1)	-	131	(1)	392	(3)
IX) Total comprehensive income for the year, net of tax (VII+VIII)	302	(344)	(477)	(1,113)	(4,534)	(5,480)
X) Paid up Equity Share Capital (Rs.10/- per share)	2,274	2,274	2,274	2,274	2,274	2,274
XI) Earnings per equity share :						
(1) Basic	1.33	(1.51)	(2.67)	(4.90)	(21.66)	(27.51)
(2) Diluted	1.33	(1.51)	(2.67)	(4.90)	(21.66)	(27.51)

Regd. Office : Plot No-38, Sector-A, Zone-D, Mancheswar Industrial Estate, Bhubaneswar, Odisha - 751010
Corp. Office : ARSS Mall, Plot no-40, Community Centre, Block-A, Paschim Vihar, Opp-Jwalaheri Market, New Delhi - 110063
E-mail : response@arssgroup.in, Website: www.arssgroup.in



**Part II :: Selected Explanatory Notes to the statement of Financial Results for the
Quarter and Nine months Ended December 31,2018**

- 1 The above financial results of the Company for the quarter and nine months ended December 31, 2018 have been reviewed and recommended by the audit Committee and approved by the Board of Directors of the Company in their respective meetings held on February 13, 2019. These results are being published in accordance with Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- 2 The above financial results of the Company have been prepared in accordance with Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting Standards) Rules, 2015 as amended thereof.
- 3 The format for quarterly results as prescribed in SEBI's Circular CIR/CFD/CMD/15/2015 dated November 30, 2015 has been modified to comply with requirements of SEBI's Circular dated July 5, 2016, Ind AS and Schedule III (Division II) to the Companies Act, 2013 applicable to companies that are required to comply with Ind AS.
- 4 The company has not declared any dividend during the period for which results has been disclosed .
- 5 Based on the principles set out under Ind-AS 108 "Operating Segments ", the company follows "management Approach " for the purpose of deciding operating segments. The operating results of company as a whole regularly reviewed by the entity's chief operating decision maker to make decisions about resources to be allocated and to assess its performance. Accordingly , the company is operating in single segment eg-Works Contract.
- 6 Effective April 1, 2018, the Company adopted Ind AS 115 "Revenue from Contracts with Customers" using the cumulative catch-up transition method which is applied to contracts that were not completed as of April 1, 2018. Accordingly, the comparatives have not been retrospectively adjusted.
- 7 Contract wise surplus/deficit has not been prepared as the number and complexity of the contracts are very high.
- 8 No interest has been recognized on borrowings coined as NPA by bankers.
- 9 The Company has paid the Director remuneration of Rs. 235.50 lakhs subject to refund from the Director's due to rejection of approval from Central Government.

Mr. S K Pattanaik	Director Finance	78,00,00
Mr. Rajesh Agarwal	Managing Director	75,00,00
Mr. Subash Agarwal	Chairman	82,50,00
- 10 Comparative figures have been rearranged / regrouped wherever necessary.

**For and On Behalf of the Board of
Directors**

ARSS Infrastructure Projects Limited


Rajesh Agarwal
(Managing Director)
DIN-00217823



**Date : February 13,2019
Place: Bhubaneswar**

ARSS Infrastructure Projects Limited
CIN : L141030R2000PLC006230
Extract Of Financial Results For The Quarter and Nine months Ended December 31, 2018

Key numbers of Financial Results

Sl. No.	Particulars	Quarter ended			Nine months ended		(Rs. in Lakhs)
		December 31,2018	September 30,2018	December 31,2017	December 31,2018	December 31,2017	Year ended
		(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	March 31,2018 (Audited)
1	Total Revenue from Operations	7,581	8,149	9,105	29,270	45,475	58,434
2	Net Profit / (Loss) (before Tax, Exceptional and/or Extraordinary items)	634	(203)	(53)	(690)	(4,443)	(7,877)
3	Net Profit / (Loss) before Tax (after Exceptional and/or Extraordinary items)	634	(203)	(53)	(690)	(4,443)	(7,877)
4	Net Profit / (Loss) after Tax (after Exceptional and/or Extraordinary items)	303	(344)	(608)	(1,112)	(4,925)	(5,477)
5	Total Comprehensive Income [Comprising Profit / (Loss) after tax and Other Comprehensive Income after tax]	302	(344)	(477)	(1,113)	(4,534)	(5,480)
6	Equity Share Capital	2,274	2,274	2,274	2,274	2,274	2,274
7	Earnings per share (of Rs 10/- each) Basic & Diluted (Rs.)	1.33	(1.51)	(2.67)	(4.90)	(21.66)	(27.51)

Notes :

- a) The above financial results of the Company for the quarter and nine months ended December 31, 2018 have been reviewed by the audit Committee and approved by the Board of Directors of the Company in their respective meetings held on February 13, 2019. These results are being published in accordance with Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- b) The above is an extract of the detailed format of Statement of unaudited Financial Results for the quarter and nine months ended on December 31, 2018 filed with the Stock Exchanges under Regulation 33 of the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015. The full format of the Statement of Unaudited Financial Results for the quarter and nine months ended on 31st December, 2018, are available on the website of the Stock Exchanges - www.bseindia.com and www.nseindia.com as well as on the website of the Company - www.arssgroup.in

By order of the Board
For 'ARSS Infrastructure Projects Limited


Rajesh Agarwal
(Managing Director)
DIN - 00217823



Date : February 13, 2019
Place: Bhubaneswar



[In Duplicate]

Without Prejudice

Reference No-OTS2018-19001554/4183/2018-19

Date: February 12, 2019

Name & Address of Company & Borrower	Name & Address of the Guarantors
ARSS Infrastructure Projects Limited Plot No. 38, Sector-A, Zone-D, Mancheswar Industrial Estate, Bhubaneswar-751010	Personal Guarantors : Shri Subash Agarwal, Shri Sunil Agarwal, Shri Rajesh Agarwal, Shri Anil Agarwal, Shri Mohanlal Agarwal, Smt Ram Dulari Agarwal, Smt Sanju Agarwal, Smt Sangita Agarwal, Smt Seema Agarwal, Smt Sabita Agarwal, Shri Soumendra Keshari Pattanaik. Corporate Guarantors : Anil Contractors Pvt. Ltd & ARSS Developers Ltd Addresses : As per Annexure

Dear Sir / Madam,

ARSS Infrastructure Projects Limited
One Time Settlement (OTS) of dues

Please refer to your letter dated 27/11/2018 requesting IDBI Bank to accept Rs 25,00,00,000.00 (Rupees Twenty five crore only) as settlement amount and subsequent discussion, you had with us on the subject. Upon considering your request, IDBI Bank is agreeable, in principle, for a settlement of dues (OTS) as under subject to other terms and conditions mentioned in Annexure-I.

1	Crystallized Amount	Rs.25,00,00,000.00		
2	Payment Schedule	Installment Type	Amount	Date
		Upfront Amount	2,50,00,000.00	Paid and appropriated
		1 st Payment	2,50,00,000.00	On issuance of LoA
		2 nd Payment	20,00,00,000.00	By March 31, 2019
3	Payment of Interest	Nil; Entire OTS amount to be paid by March 31, 2019		

2. The offer is valid for 30 days from the date of this letter. You are therefore requested to return the duplicate copy of this letter, duly signed confirming acceptance of the terms and conditions of OTS within the validity period. Failing such acceptance, the approval shall stand automatically revoked unless IDBI Bank in its sole discretion expressly extends the validity.

Kindly acknowledge receipt.

Yours faithfully,

(Deputy General Manager)
LNPA Management Group

Accepted

(Borrower/ Guarantor)

सीआईएन / CIN-L65140MH2004GOI148838

आईडीबीआई बैंक लिमिटेड : अंचल कार्यालय, आईडीबीआई हाउस, द्वितीय तल, यूनिट-9, जानपथ, भुवनेश्वर-751022, ओडिशा.
IDBI Bank Limited : Zonal Office, IDBI House, 2nd Floor, Unit-9, Janpath, , Bhubaneswar - 751022, Odisha.

आईडीबीआई टॉवर : डब्ल्यूटीसी कॉम्प्लेक्स, कफ परेड, मुंबई - 400 005, वेबसाइट : www.idbi.com
IDBI Tower : WTC Complex, Cuffe Parade, Mumbai-400005, Website : www.idbi.com

Annexure – I

ARSS Infrastructure Projects Limited

A. Standard Terms & Conditions:

The borrower/company/firm/guarantor to the satisfaction of IDBI Bank Ltd. agrees that:

1. OTS/ NS Terms and Conditions shall be binding immediately upon acceptance of LoA.
2. All such documents and deeds that may be required for giving effect to the present settlement shall be executed within 30 days from the date of LoA.
3. Payment of the settlement amount shall be arranged from sources as agreed upon.
4. Necessary approvals shall be obtained for sale of assets, if any, envisaged in the proposal.
5. The last/final date of payment as stipulated under the OTS/NS package shall be treated as Expiry date of the OTS/NS package.
6. If the settlement amount is not fully paid by the Expiry date of the package, the OTS/NS shall automatically stand revoked.
7. Not to undertake any new project or make any investment or acquire any equipment or lease without prior approval of IDBI Bank Ltd. so long as any money payable under settlement remains outstanding.
8. Not to escrow its future cash flows or create any charge or lien or interest of whatsoever nature thereof without obtaining prior approval of IDBI Bank Ltd. till dues of the Bank are settled in full.
9. Not to dispose off any of the fixed assets/ investments/ security(ies) charged to IDBI Bank Ltd. without its prior permission in writing.
10. All the guarantors to the original loan liabilities shall also accept the terms of OTS/ NS.
11. In accounts where there are outstanding unexpired guarantees/LC/NFB issued by the Bank or Bank Guarantees/LC/NFB Liability under litigation or there are other Non-Fund based (NFB) liabilities still pending, the following terms shall form part of the OTS/NS proposal :
 - a. Margin money, as stipulated, shall be paid upfront as deposit under lien till the maturity of each of the instrument (LC/BG/SBLC etc).
 - b. If the liability devolves on the Bank, the margin amount shall be appropriated against the devolved amount.
 - c. Surplus margin available, if any, after retirement/devolvement of all the outstanding NFB facilities (LC, BG, SBLC etc) would be returned (if entire OTS/NS terms for other than NFB has also been fully satisfied) as per the terms of the settlement.
12. Waivers in respect of the OTS/ NS shall become effective only on payment of entire settlement amount.
13. On acceptance of OTS/NS terms and conditions :
 - a. Where the settlement is spread over a period more than six months, consent terms shall be filed with DRT/Court, wherever a legal suit has already been preferred. IDBI Bank Ltd. has the right to produce LoA as accepted for obtaining partial recovery certificate and/or as acknowledgement of debt by borrower/ guarantor.
 - b. The Bank and the borrower/ guarantor shall keep on hold the legal action proceedings and enforcement actions during compliance of OTS/NS terms. However, in the event of default/ delay, the parties are entitled to revive or continue the legal proceedings / enforcement actions.
14. The existing mortgages/charges on the fixed assets/current assets of the company/Guarantees of the Guarantors and other securities created in favour of IDBI Bank Ltd. shall continue and shall remain in full force and effect till the entire settlement amount and interest thereon, if any, are paid as per the stipulated schedule hereinabove and all the terms and conditions of the OTS/NS are complied with.



15. The charge on borrower's/ guarantor's assets shall be released only on realization of entire settlement amount and compliance with the terms of settlement.
16. Suit or Decree Execution proceedings shall be withdrawn only on realization of entire settlement amount and compliance with all the terms of settlement.
17. The terms and conditions stipulated in the OTS/NS by the Bank shall not in any manner affect or impair or prejudice the criminal proceedings already initiated or likely to be initiated or which may be initiated at a later date against the borrower(s), its promoter(s), director(s), guarantor(s) etc., even though the agreed amount under OTS/NS is partly or fully paid.
18. In the event of any action on the borrower under Insolvency and Bankruptcy Code 2016 (IBC) resulting in imposition of moratorium and incapacitating the borrower to honour the OTS/NS in full, the OTS/NS package shall be deemed revoked unless the Bank exercises the option to keep the OTS/NS alive.
19. Sanction / acceptance of OTS / NS by the Bank and / or payment of part or full of the amount under OTS/NS and/or issue of No Due Certificate by the Bank shall not in any manner affect or impair or prejudice the criminal proceedings already initiated or likely to be initiated or which may be initiated at a later date, whether on a cause of action already known to the Bank or under investigation against the borrower(s), the promoter(s), director(s), guarantor(s) or any other person.
20. In the event of default or delay in payment of any installment of the settlement amount under the OTS/NS, IDBI Bank Ltd. shall, at its absolute discretion, have the following rights:
 - I. To revoke the settlement package, and restore the liabilities of borrower/company/firm as prior to OTS/NS approval and appropriate the amounts already paid by Borrower(s)/ Guarantor(s) towards the outstanding dues and take necessary action to recover the entire dues from borrower/company/firm/ guarantors.
 - II. To take all such measures as deemed fit and expedient including but not limited to legal action and/or action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) for recovery of the dues.

The above rights are without prejudice to the automatic cancellation of OTS/NS on Expiry date.
21. In the event of default, IDBI Bank Ltd. shall have an unqualified right to disclose the name of the Borrower(s), Promoter(s) and guarantor(s) to RBI or CIBIL or any other Credit Information Companies(CIC)

B. Specific Conditions :

1. Bank reserves its rights on realization of claims under Arbitration. The Company has to undertake to submit quarterly status report on the settlement of the claims to the Bank and remit proportionate share of the claim received after adjustment of legal charges. Such Credits will be over and above the OTS amounts. Bank reserves rights to engage a legal firm for follow up of the claims under Arbitration.
2. As, Company has proposed settlement of the dues with other consortium lenders. Share of IDBI Bank under OTS will not be lower than the share of other consortium lenders.
3. Upfront of Rs 2.50 Cr (10%) deposited has been adjusted. The Company to deposit additional Rs 2.50 Cr (10%) on issuance of LoA. Balance amount shall be paid on or before March 31, 2019.
4. The OTS to expire if entire payment is not received by 31.03.2019.



Shri Subash Agarwal, S/o Shri Mohanlal Agarwal, N-2/88, IRC Village, Nayapalli, Bhubaneswar – 751015	Shri Rajesh Agarwal, S/o Shri Mohanlal Agarwal, VIP-157, IRC Village, Nayapalli, Bhubaneswar – 751015	Shri Sunil Agarwal, S/o Shri Mohanlal Agarwal, N-1/93, IRC Village, Nayapalli, Bhubaneswar- 751015
Shri Anil Agarwal, S/o Shri Mohanlal Agarwal, N-1/93, Nayapalli, Bhubaneswar – 751015	Sri Mohanlal Agarwal, S/o- Tarachand Agarwal, N- 1/93, IRC Village, Nayapalli, Bhubaneswar –751015	Smt Ramdulari Agarwal, W/o – Shri Mohanlal Agarwal, N-1/93, IRC Village, Nayapalli, Bhubaneswar- 751015
Smt Seema Agarwal, W/o Shri Anil Agarwal, N-1/93, IRC Village, Nayapalli, Bhubaneswar – 751015	Smt Sangita Agarwal, W/o Shri Rajesh Agarwal, N- VIP-157, IRC Village, Nayapalli, Bhubaneswar – 751015	Smt Sanju Agarwal, W/o- Shri Subash Agarwal, N-2/88, IRC Village, Nayapalli, Bhubaneswar- 751015
Smt Sabita Agarwal, W/o Shri Sunil Agarwal, N-1/93, IRC Village, Nayapalli, Bhubaneswar – 751015	Shri S.K. Pattanaik, S/o Shri Sachidananda Pattanaik, Plot No. 1354/9619, SatyaVihar, Rasulgarh, Bhubaneswar – 751010	The Managing Director, M/s. Anil Contractors Pvt. Ltd., N-1/93, IRC Village, Nayapalli, Bhubaneswar – 751015 (Odisha)
The Managing Director, M/s. ARSS Developers Ltd., Plot No.: 38, Sector-A, Zone-D, Mancheswar Industrial Estate, Bhunaneswar – 751010 (Odisha)		





Asset Recovery Management Branch, Plot No. 80A/81A, 1st Floor, Lewis Road
Bhubaneswar-751002.(Odisha) Tel:0674-2430682.e-mail:bo6903@pnb.co.in

To

M/s.ARSS Infrastructure Projects Ltd
Represented through It's Chairman
Shri Subash Agarwal
Mancheswar
Bhubaneswar

11.02.2019

Dear Sir,

Reg: Your OTS proposal pertaining to A/c: ARSS Infrastructure Projects Ltd

Ref: Your OTS letter dt.21.12.2018

With reference to above, we are to inform that, your OTS offer of **Rs.104,24,00,000.00** (Rupees One Hundred Four Crore & Twenty Four Lakh Only) was considered by the Competent Authorities who have approved the compromise offer of **Rs.104,24,00,000.00** (Rupees One Hundred Four Crore & Twenty Four Lakh Only) against outstanding of Rs.478,32,99,910.00(Rupees Four Hundred Seventy Eight Crore Thirty Two Lakh Ninty Nine Thousand Ninē Hundred Ten Only) for resolution of your account on the following terms and conditions:-


- 01 Rs. 1,00,000,00.00 (Rupees One Crore Only) deposited by the Co. as down payment has been appropriated in the account and Company will deposit Rs.5 Crore immediately on conveying approval.
- 02 Balance settlement amount will be paid on or before 31.03.2019
- 03 Non Payment of entire OTS amount and unrealised interest by 31.03.2019 shall render the OTS approval failed.
- 04 Post dated cheques for the installments will be given by the company simultaneously at the time of conveying approval. However, last installment shall be paid for the balance amount plus remaining interest, if any, on OTS amount.
- 05 Default in payment of OTS amount & interest as per terms approved, shall render the OTS as failed and all reliefs, concessions shall lapse automatically, and bank will be entitled to recover the entire dues as per documents / prayer in the plaint, after adjusting the payment, if any, received.

Contd on Pg...2



- 06 Compromise is being considered by the bank as a commercial decision and shall have no bearing whatsoever on the ongoing criminal case/investigation, if any, being carried out by the CBI/Police/any other agency and the same shall proceed as per law.
- 07 As per OTS request letter dt. 21.12.2018, the total arbitration claim is Rs.1022.26 Crore payable to the Company. Bank reserves its right on such realization of claims under Arbitration. Company has to undertake to submit quarterly status report on the Settlement of the claims to the bank and remit proportionate share i.e 23.59% of the claim received after adjustment of legal charges. Such credits will be over & above the OTS amount. Bank reserves right to engage a legal firm for follow up of the claims under arbitration.
- 08 As Company has proposed to settle the dues of other consortium lenders under OTS, our share will not be lower than the share/proportion to other consortium lenders. Bank reserves "Right of Recompense" if terms offered to other lenders are better than the OTS approved by PNB.
- 09 Bank will have the right to relook the compromise settlement if any adverse finding in Forensic auditor M/s Deloitte Tohmatsu India LLP appointed by the consortium.
- 10 Consent decree/ OTS agreement/ Memorandum of settlement in respect of debt due, shall be obtained. Consent decree for full debt as claimed with default clause shall be obtained.. However, on receipt of the payment in terms of the settlement, the satisfaction of the consent decree be recorded. On non adherence to any of the terms and conditions of the Compromise/ settlement, the consent decree as obtained by the bank shall be enforced/ executed.
- 11 Charge on Securities available will be released only after receipt of entire OTS amount with interest, if any.
- 12 Delay in obtention of consent decree/OTS agreement shall not be taken as a ground by the borrower for non compliance of the terms and conditions of the settlement arrived at with the bank.
- 13 The Company shall withdraw it's claims/counter claim/criminal case filed against the bank/ its officials immediately.

You are requested to submit us a signed duplicate copy of this letter as acceptance of terms & conditions of OTS .



Chief Manager

